CITY OF REDLANDS

CITY COUNCIL

A G E N D A

September 15, 2026

MARIO SAUCEDO
Mayor
District 3

MARC SHAW
Mayor Pro Tempore
District 4

PAUL BARICH
Council Member
District 5

EDDIE TEJEDA
Council Member
District 2

DENISE DAVIS
Council Member
District 1

JEANNE DONALDSON
City Clerk

PHILLIP DOOLITTLE
City Treasurer

CHARLES M. DUGGAN JR.
City Manager

YVETTE M. ABICH GARCIA
City Attorney

5:00 p.m. Open Public Meeting, Public Comment (Closed Session)
6:00 p.m. Open Session (Public Meeting)
* * *
City Council Chambers
Civic Center, 35 Cajon Street, Suite 2, Redlands, California

A G E N D A

The following information comprises the agenda for the regular meeting of the City Council of the City of Redlands at the times noted below in the City Council Chambers, Civic Center, 35 Cajon Street, Suite 2, Redlands, California, on:

Tuesday, September 15, 2026

To join via Zoom on a computer, laptop, or smart device
Please visit www.zoom.us, click on Join a Meeting
Enter the **Meeting ID 896 2789 8341,** then run the Zoom launcher
To join via Zoom with audio only (cell phone or landline)
Dial **1-877-853-5247**
Enter the **Meeting ID 896 2789 8341**

Should the City lose connectivity on Zoom, we will halt the meeting until it can be restored. To check on the status of remote connectivity in the event of an outage, go to the City's website at www.cityofredlands.org or to the City's Facebook page at @CityofRedlands or the Instagram page at @CityofRedlands_CityHall.

In the event the City cannot reestablish Zoom connectivity in a reasonable amount of time, the Mayor will adjourn the meeting to a future date.

PLEASE NOTE: Anyone desiring to speak on an agendized item at this meeting may do so during the consideration of that time. Due to time constraints and the number of persons who may wish to give oral testimony, public comments will be limited to three (3) minutes.

- **To provide comment while participating from Council Chambers:**
  - Although it is not required, speakers are encouraged to submit a "Speaker Sign Up Sheet" before the meeting is convened. Forms are available in the Office of the City Clerk or in Council Chambers.
  - After the meeting has convened, you may place the speaker form in the basket at the table along the north wall of the Chambers. Please do not disturb the City Clerk while the meeting is in progress.
- **To provide comment through Zoom (on a computer, laptop, or smart device)**
  - Click the "Raise Hand" button and the moderator will unmute you when it is your turn to speak
- **To provide comment via audio only (cell phone or landline)**
  - Dial *9 to "Raise Hand". The moderator will identity you by your area code and last 3 numbers of your telephone number when it is your turn to speak.

PLEASE SILENCE CELL PHONES, PAGERS AND OTHER ELECTRONIC COMMUNICATION DEVICES UPON ENTERING THE CHAMBERS

5:00 PM

A. Call City Council Meeting to Order

B. Public Comment

(Any person wishing to provide public comment on a closed session matter may do so at this time.)

C. Recess City Council Meeting to a Closed Session

1. Conference with legal counsel: Existing Litigation - Government Code § 54956.9(d)(1)
   (City Attorney Abich Garcia)
   Three Cases:

   a. Coyote Aviation, Inc. v. City of Redlands, et al. San Bernardino County Superior Court Case No. CIVSB2418252

   b. Simpson v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2435099

   c. Orozco v. City of Redlands, San Bernardino Superior Court, Case No. CIVSB2527564

D. Reconvene City Council Meeting at 6:00 p.m.

E. Invocation by Council Member Tejeda - Pledge of Allegiance by eAcademy/RISE Elementary

(In keeping with long-standing traditions of legislative invocations, this City Council meeting may include a brief invocation. Such invocations are not intended to proselytize or advance any one, or to disparage any other, faith or belief. Neither the City nor the City Council endorses any particular religious belief or form of invocation.)

F. Closed Session Report

(No reportable action taken in closed session unless otherwise announced by the City Attorney at this time.)

G. Presentations

1. Presentation of the Hispanic Heritage Month Proclamation to Lucille Saldaña
   (Mayor Saucedo)

2. Presentation of the California Native American Day Proclamation to Venessa Brierty, District Director, State Assemblymember James Ramos' Office
   (Mayor Saucedo)

3. Presentation of the University of Redlands Softball Championship Proclamation presented to the University of Redlands Softball Team and Coaching Staff
   (Council Member Davis)

4. Presentation of Montessori in Redlands 50th Anniversary Proclamation presented to Jenny Davidson, Head of School, Montessori in Redlands
   (Council Member Davis)

H. Public Comment - City Council

I. Consent Calendar

(The following routine items have been recommended for approval and will be acted upon simultaneously unless separate discussion and/or action is requested by a Councilmember or a member of the audience.)

1. Approve minutes of the regular meeting of September 1, 2026
   (City Clerk Donaldson)

2. Authorize issuance of a proclamation declaring September 15 through October 15, 2026, as Hispanic Heritage Month
   (Mayor Saucedo)

3. Authorize issuance of a proclamation declaring September 25, 2026, as California Native American Day
   (Mayor Saucedo)

4. Authorize issuance of a proclamation to the University of Redlands Women's Softball Team
   (Council Member Davis)

5. Authorize issuance of a proclamation celebrating Montessori in Redlands' 50th Anniversary
   (Council Member Davis)

6. Disclosure of Settlement and Release Agreement – Armstrong Cal Builders, Inc. v. City of Redlands
   (City Attorney Garcia)

7. Adopt Resolution No. 8832 rescinding Resolution No. 8663 and adopting a revised City Council Recognition Policy
   (City Manager Duggan)

8. Approve a Memorandum of Understanding with University of Redlands for Paramedic Standby Services
   (Fire Chief Sessler)

9. Approve the First Amendment to Agreement between Consolidated Fire Agencies (CONFIRE) and the City of Redlands for Ground Ambulance Transport Services
   (Fire Chief Sessler)

10. Adopt Resolution No. 8828 amending the City's Conflict of Interest Code to include new designated positions and remove positions that no longer make or participate in governmental decisions, acknowledge the City Council's review of the Conflict of Interest Code, and rescind Resolution No. 8628
    (Human Resources/Risk Management Director King)

11. Approve a purchase order with Evantec Corporation in the amount of $83,000 for joint utility laboratory supplies and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act
    (Municipal Utilities and Engineering Director Heredia)

12. Approve a Grant Agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not to exceed $94,300 and authorize the Chief of Police to sign and execute the grant agreement; and approve an additional appropriation of the same amount
    (Police Chief Tolber)

13. Approve an agreement with the California Department of Alcoholic Beverage Control for the Alcohol Policing Partnership Program Grant, approve an additional appropriation of $27,000 in grant funds to the Police Department, and authorize the Chief of Police to execute the agreement and related documents
(Police Chief Tolber)

14. Accept the 2026-2027 Community Development Block Grant (CDBG) funding award in the amount of $200,201 from the County of San Bernardino, approve an additional appropriation of the same, and adopt Resolution No. 8831 authorizing the City Manager, or designee, to execute the Grant Agreement and all other related documents
(Facilities and Community Services Director Crocker)

J. New Business

1. Consideration of Resolution No. 8833 Naming the Plaza at the New City Hall in Honor of Former City Attorney Dan McHugh
(Council Member Barich)

2. Consideration of a Funding Agreement with Redlands Housing Corporation providing a $1,650,000 nonrepayable capital contribution toward acquisition of 1675 Industrial Park Avenue for permanent supportive housing, determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines, and authorize a related additional appropriation
(Assistant City Manager Garcia)

3. Consideration of a National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement for the Santa Ana Region, NPDES NO. CAS618036, Order No. R8-2010-0036 establishing the responsibilities with respect to compliance with NPDES Stormwater regulations and sharing costs associated with the order in the amount of $139,323
(Municipal Utilities and Engineering Director Heredia)

4. Consideration of a Professional Services Agreements with Hicks & Hartwick, Inc. to provide on-call general engineering services in an amount not to exceed $200,000 for the initial one-year term, with options to extend for one additional year for an amount not to exceed $200,000, for a total potential not to exceed value of $400,000; and determine that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act
(Municipal Utilities and Engineering Director Heredia)

K. Individual Council Member Announcements and/or Reports on Activities

(No collective discussion or action.)

L. Adjournment

If you challenge any proposed development entitlement listed on this agenda in court, you may be limited to raising only those issues you or someone else raised at the public hearing described in this notice, or in written correspondence delivered to the City Council at or prior to this public meeting.

In compliance with the Americans with Disabilities Act, if you need special assistance to participate in this meeting, please contact Goutam Dobey, of the Municipal Utilities and Engineering Department at (909) 798-7584 ext 2. Notification 48 hours prior to the meeting will enable the City to make reasonable arrangements to ensure accessibility to this meeting.

(28 CFR 35.102-35.104 ADA Title II)

Any writings or documents distributed to a majority of the City Council Regarding an open session agenda item less than 72 hours before this meeting are available for public inspection at the City Clerk's Office or at the dais of the City Clerk once the open session begins.

Staff reports or other written documentation relating to items referred to on the agenda are available at the A. K. Smiley Public Library, 125 West Vine Street, Redlands, California, and on the City's Website referenced below.

Regular meetings are televised live on Redlands TV Channel 3 (Spectrum) and Channel 35 (Frontier) and re-broadcast at 7:00 P.M. The following Wednesday, Friday and Sunday; and at 9:00 A.M. Thursday, Saturday, and Monday. Meetings are also streamed live and archived for later viewing on demand on the City's website at www.cityofredlands.org. Agendas, staff reports and minutes of the City Council of the City of Redlands are available online at: www.cityofredlands.org

Date Posted: September 15, 2026

City Council **AGENDA ITEM NO. I1.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve minutes of the regular meeting of September 1, 2026 (City Clerk Donaldson)

MOTION:

I move to approve the regular meeting minutes of September 1, 2026.

Attachments

090126_City_Council_Meeting_Minutes.pdf

MINUTES

Regular meeting of the City Council of the City of Redlands held in the Council Chambers, Civic Center, 35 Cajon Street, on Tuesday, September 1, 2026 at 5:00 P.M.

Present:	Mario Saucedo, Mayor Marc Shaw, Mayor Pro Tempore Paul Barich, Council Member Eddie Tejeda, Council Member Denise Davis, Council Member
Staff:	Charles M. Duggan, Jr., City Manager; Yvette M. Abich Garcia, City Attorney; Jeanne Donaldson, City Clerk; Phillip Doolittle, City Treasurer; Danielle Garcia, Assistant City Manager; Kurt O. Wilson, Assistant City Manager; Carl Baker, Public Information Officer; Rich Sessler, Fire Chief; Rachel Tolber, Police Chief; Tabitha Crocker, Facilities and Community Services Director; Sean Reilly, Development Services Director; Monica Heredia, Municipal Utilities and Engineering Director; James Garland, Interim Management Services/Finance Director

A. Call City Council Meeting to Order

B. Public Comment

There was no public comment.

C. Recess City Council Meeting to a Closed Session

1. Conference with legal counsel - anticipated litigation pursuant to California Government Code § 54956.9 (d)(2) and (d)(3) in one (1) matter:

2. Conference with legal counsel: Existing Litigation - Government Code § 54956.9(d)(1)

D. Reconvene City Council Meeting at 6:00 p.m.

E. Invocation by Mayor Pro Tem Shaw - Pledge of Allegiance

F. Closed Session Report

City Attorney Garcia announced the following action was taken during the closed session:

Item C.1 - There was no reportable action.
Item C.2. - Pursuant to government code section 54957.1(a)(3)(a) the City Council took action to approve a proposed settlement in the matter of Armstrong Cal Builders vs. City of Redlands, based on the following terms: Plaintiff shall release all claims, known and unknown against the City of Redlands. The City shall pay plaintiff the undisputed retention in the amount of $55, 920.49, and for Change Order Nos. 24 and 25 in the amount of $52,778 for a total amount of $108,698.49 without any admission of liability by the City of Redlands. The Mayor is authorized to sign the settlement agreement and a copy of the Agreement will be available in the City Clerk's office once fully executed by all the parties. Motion to approve the settlement was made by Council Member Tejeda, seconded by Council Member Davis and passed unanimously.

G. Presentations

1. Redlands Pet Adoption

Animal Services Supervisor Joe Alcarez and Kennel Attendant Hailey Stuck showed off "Ocean", a two-year-old male Pit-Bull Husky mix dog, who is available for adoption, along with twenty-four other dogs and one cat at the Redlands Animal Shelter. Mr. Alcarez provided the Shelter statistics for August 2026, which included 23 adoptions, 10 reunited with owners, and one rescue transfer.

2. Presentation of the Adult Literacy Day Proclamation to Diane Shimota, Adult Literacy Coordinator; Don McCue, Library Director; and Kim Green Tutor and Computer Class Instructor

Mayor Saucedo presented the Adult Literacy Day Proclamation to Diane Shimota, Adult Literacy Coordinator; Don McCue, Library Director; Rosa Gomez, Library Board Vice President, and Kim Green Tutor and Computer Class Instructor.

3. Recognition of David Rabindranath's Man of the Year Award from State Senator Eloise Gomez Reyes

The City Council and Maria Bruner, representing Assemblymember Eloise Reyes, recognized David Rabindranath's Man of the Year Award, presented him with a fine plaque, and honored his achievements with heartfelt recognition.

4. Presentation on the Accelerated Neighborhood Climate Action (ANCA) Redlands Neighborhood Disaster Preparedness Program

Council Member Davis introduced Linda Hamilton and Anna Caplan who presented the Accelerated Neighborhood Climate Action (ANCA) Redlands Neighborhood Disaster Preparedness and Map Your Neighborhood (MYN) Program. They outlined several tips and tools to help people take charge of their preparedness efforts, including having a plan, getting to know their neighbors, bringing them together, holding meetings, and sharing information.

5. Recognition of Community Members and Emergency Responders for Life-Saving Actions on July 7, 2026

Fire Chief Sessler recognized Community Members and Emergency Responders for Life-Saving Actions on July 7, 2026. Certificates were presented to Dominic Lopez, Caitlin Arakawa and Dispatcher Jordyn Brasil in recognition of their outstanding efforts to take action, work as a team, and provide the necessary care to save a life.

H. Public Comment - City Council

Various Musings - Dennis Bell suggested there were several non-profit organizations who should cover the costs of hosting their own events rather than requesting in-kind support from the City, including the Redlands Bowl Associates and Stater Bros Charities. He noted the Community Forward newspaper raised five issues facing the Council and asked how they would be funded. The items, included the need to expand fire coverage and neglected City infrastructure.

Free Parking - Andy Hoder said the benefits of free parking are enormous, and the public has come to expect it. Recently, though, the parking lot of the closed Look Theater is charging to park, catching many people by surprise, as they have received tickets. He suggested the City explore the possibility of purchasing the lot to expand the number of locations where people can park for free.

Complaints - Stephen Rogers listed his grievances and alleged fraud against the City, specifically citing purchasing irregularities and the improper grading activities on land located at Mentone Blvd and Amethyst. He added that he had submitted two reports of fraud to the County.

I. Consent Calendar

1. Approval of minutes of the regular meeting of July 21, 2026

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the minutes of the regular meeting of July 21, 2026.

Vote: 5-0 Passed

2. Authorize issuance of a proclamation Acknowledging David Rabindranath on Receiving the Man of the Year from Senator Eloise Gomez Reyes

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council authorized, by roll call vote, the issuance of a proclamation acknowledging David Rabindranath receiving the Man of Year Award from Senator Eloise Gomez Reyes.

Vote: 5-0 Passed

3. Authorize issuance of a proclamation declaring September 27, 2026 as Adult Literacy Day

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council authorized, by roll call vote, the issuance of a proclamation declaring September 27, 2026 as Adult Literacy Day in the City of Redlands.

Vote: 5-0 Passed

4. Approve Amendment No. 1 to the Professional Services Agreement with Many Mansions to correct discrepancies in the rate schedule and authorize reimbursement for eligible supply expenditures in accordance with the Scope of Services

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the First Amendment Agreement to the Professional Services Agreement with Many Mansions to revise the Rate Sheet to correct discrepancies in the approved rates and clarify reimbursement for eligible supply expenditures consistent with the Agreement and Scope of Services. The revisions include correcting the annual total salary amounts, adding eligible supply expenditures to the expenditure column, adding the benefits percentage breakdown, and correcting the total amount of the Agreement to reflect the approved not-to-exceed amount of $300,000.

Vote: 5-0 Passed

5. Approve a Funding Agreement with the Redlands Historical Museum Association for Museum of Redlands Store and Event Pavilion Operations and Coordination Services and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines

Assistant City Manager Garcia presented the Funding Agreement with the Redlands Historical Museum Association for professional services associated with the Museum of Redlands Store and Event Pavilion operations. The Agreement provides for RHMA to fund 100% of the first-year costs for the related professional services, in an amount not to exceed $95,000. As public comment, Stephen Rogers said he was concerned there were no dollar limits set within the agreement. He found that troublesome and said the structure at Sylvan Park, which was used to store items for the Museum, is an eyesore.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council approved, by roll call vote, the Funding Agreement with the Redlands Historical Museum Association for professional services associated with Museum of Redlands Store and Event Pavilion operations and coordination; and determined that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

Vote: 5-0 Passed

6. Notice to conduct an annual review of approved Development Agreements in accordance with Chapter 18.220 of the Redlands Municipal Code

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council agreed, by roll call vote, to receive and file the notice that the following Development Agreements will be subject to an annual review for calendar year 2025 in accordance with Chapter 18.220 of the Redlands Municipal Code (RMC): Mountainview Power Company, Robertson's Ready Mix, Ltd, Cemex Construction Materials, L.P., Cal-Red Facility, LLC, a Delaware limited liability company, and Redlands Health Services and AV Associates, Redlands Community Hospital, ESRI (Environmental Systems Research Institute), and VPV State Street Village, LLC.

Vote: 5-0 Passed

7. Approve a Memorandum of Understanding with the California Department of Forestry and Fire Protection (CAL FIRE) for California Conservation Corps and California Military Department Handcrews to Support Conservation, Fuels Management, and Hazard Reduction Projects

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Memorandum of Understanding (MOU) between the City of Redlands and the California Department of Forestry and Fire Protection (CAL FIRE) for the use of California Conservation Corps and California Military Department Handcrews to perform conservation, fuels management, and hazard reduction projects; and authorized the City Manager to execute the MOU, subject to non-substantive changes approved by the City Attorney.

Vote: 5-0 Passed

8. Adopt Resolution No. 8816, Rescinding Resolution No. 8782, Reaffirming and Setting the Special Tax for Emergency Paramedic Service for Fiscal Year 2026-2027, and Directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to Place the Emergency Paramedic Service Special Taxes on the Fiscal Year 2026-2027 Tax Roll

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council adopted, by roll call vote, Resolution No. 8816, rescinding Resolution No. 8782, reaffirming and setting the Emergency Paramedic Special Tax for Fiscal Year 2026-2027, and directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to place the Emergency Paramedic Service Special Taxes on the Fiscal Year 2026-2027 Tax Roll, and incorporating additional language required by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the special tax on the County property tax roll.

Vote: 5-0 Passed

9. Adopt Resolution No. 8817, Rescinding Resolution No. 8807, Reaffirming and Approving Delinquent Weed Abatement Enforcement Costs, and Directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to Place the Delinquent Weed Abatement Costs on the Fiscal Year 2026-2027 Tax Roll

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council adopted, by roll call vote, Resolution No. 8817, rescinding Resolution No. 8807, and reaffirming and approving delinquent weed abatement enforcement costs, and directing the County Auditor/Controller/Treasurer/Tax Collector to place the Delinquent Weed Abatement Costs on the Fiscal Year 2026-2027 Property Tax Roll.

Vote: 5-0 Passed

10. Approve the side letter agreements between the City of Redlands and (i) the Redlands Association of Management Employees, (ii) the Redlands Association of Mid-Management Employees, and (iii) the Redlands Civilian Safety Employee Association, which amend and modify the respective articles within each Memorandum of Understanding pertaining to Health Insurance

Human Resources/Risk Management Director King reviewed the need to amend and modify the respective articles within each Memorandum of Understanding pertaining to Health Insurance, for the side letter agreements with (i) the Redlands Association of Management Employees, (ii) the Redlands Association of Mid-Management Employees, and (iii) the Redlands Association of Civilian Safety Employee Association. As public comment, Stephen Rogers questioned whether all the bargaining units were amended and modified to contain the same language related to Health Insurance.

On motion of Council Member Eddie Tejeda, seconded by Mayor Mario Saucedo, the City Council approved, by roll call vote, the side letter agreements between the City of Redlands and the Redlands Association of Management Employees, the Redlands Association of Mid-Management Employees, and the Redlands Association of Civilian Safety Employee Association, which amend and modify the respective articles within each Memorandum of Understanding pertaining to Health Insurance.

Vote: 5-0 Passed

11. Approve the side letter agreement between the City of Redlands and Redlands Police Officers Association (RPOA), which amends and modifies Article 8 of the RPOA Memorandum of Understanding (MOU) pertaining to Field Training Officer Sergeant Incentive Pay

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, side letter agreement between the City of Redlands and Redlands Police Officer Association, which amends and modifies Article 8 of the Redlands Police Officer Association Memorandum of Understanding pertaining to the Field Training Officer Sergeant Incentive Pay.

Vote: 5-0 Passed

12. Adopt Resolution No. 8820, Rescinding Resolution No. 8790, Reaffirming and Approving the Levying of Special Taxes Within the City of Redlands Community Facilities District No. 2003-1 (Redlands Business Center), and Directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to Place the City of Redlands Community Facilities District No. 2003-1 Special Taxes on the Fiscal Year 2026-2027 Tax Roll

Interim Management Services/Finance Director Garland detailed Resolution No. 8820 and rescinding Resolution No. 8790, to reaffirm the levying of special taxes within the City of Redlands Community Facilities District No. 2003-1 for Fiscal Year 2026-2027 to incorporate language required by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the special tax on the annual tax roll. As public comment, Stephen Rogers was pleased to see assessments are being charged but questioned whether engineers played a role in preparing the maps associated with each CFD.

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council adopted, by roll call vote, Resolution No. 8820 and rescind Resolution No. 8790, reaffirming the levying of special taxes within the City of Redlands Community Facilities District No. 2003-1 for Fiscal Year 2026-2027 to incorporate language required by the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for placement of the special tax on the annual tax roll.

Vote: 5-0 Passed

13. Adopt Resolution No. 8821, Rescinding Resolution No. 8810, Reaffirming and Approving the Delinquent Municipal Services Report, Confirming the Delinquent Municipal Service Charges as Liens, and Directing the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to Place the Delinquent Municipal Service Charges on the Fiscal Year 2026–2027 Tax Roll

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council adopted, by roll call vote, Resolution No. 8821 rescinding Resolution No. 8810 reaffirming and approving the Delinquent Municipal Services Accounts Report, confirming the previously approved delinquent municipal service charges as liens, and directing the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to place the delinquent municipal service charges on the Fiscal Year 2026–27 Tax Roll.

Vote: 5-0 Passed

14. Approve a Single Source Agreement with Hauler Hero, Inc. for three years with two optional one-year extensions, for an amount not to exceed $242,550 for roll-off and route management software

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Single Source agreement with Hauler Hero, Inc., for three years with two optional one-year extensions, for an amount not to exceed $242,550.00 for roll-off and route management software.

Vote: 5-0 Passed

15. Approve a sole source purchase with DynaTouch Corporation for two full service payment kiosks (credit/debit card, check, and cash), one through-the-wall and one standalone indoor, not to exceed the amount of $107,082

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, a sole source purchase with DynaTouch Corporation; and approved the Statement of Work with DynaTouch Corporation for two full-service payment kiosks (credit/debit card, check, and cash), one through-the-wall and one standalone indoor, not to exceed the amount of $107,082.

Vote: 5-0 Passed

16. Approve a Sole Source Purchase and Software Support Services Agreement with LCPtracker, Inc., to furnish labor compliance review software and related services for an amount not to exceed $53,445.55

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, a Sole Source Purchase and Software Support Services Agreement with LCPtracker, Inc., for labor compliance review software and related services in the amount of $53,445.55 for an agreement term of four (4) years.

Vote: 5-0 Passed

17. Approve a First Amendment to the Professional Services Agreement with CDM Smith Inc. to continue providing construction engineering support services for the construction phase of the Joint Utilities Laboratory Building Renovation and Expansion Project Phase 1, and bidding support services for Phase 2 of this project by increasing the total not to exceed amount to $249,638 and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, the First Amendment to the Professional Services Agreement with CDM Smith,

Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and approved the First Amendment to the Professional Services Agreement with CDM Smith, Inc. to continue providing construction engineering support services for the construction phase of the Joint Utilities Laboratory Building Renovation and Expansion Project.

Vote: 5-0 Passed

18. Approve a Single Source Professional Services Agreement with CASC Engineering & Consulting, Inc. (CASC) to provide National Pollutant Discharge Elimination System (NPDES) program management support services for an amount not to exceed $138,915, and determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of the Professional Services Agreement with CASC is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and approved the single source Professional Services Agreement with CASC Engineering & Consulting, Inc. (CASC), to provide NPDES program management support services for an amount not to exceed $138,915.

Vote: 5-0 Passed

19. Approve a Memorandum of Understanding between Compass IGG & Advocacy and the Redlands Police Department and authorize the Chief of Police to sign the MOU

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the Memorandum of Understanding ("MOU") between Compass IGG & Advocacy and the Redlands Police Department and authorized the Chief of Police to execute the MOU.

Vote: 5-0 Passed

20. Approve a Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program to provide temporary staffing services to support the Recreation and Senior Services Divisions in an amount not to exceed $140,000, and determine that approval of the Memorandum of Understanding is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that approval of the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and approved the Memorandum of Understanding with Colton-Redlands-Yucaipa Regional Occupational Program for temporary staffing services in an amount not to exceed $140,000 for a term of two years.

Vote: 5-0 Passed

21. Adopt Resolution No. 8822 and Resolution No. 8823 rescinding Resolution Nos. 8772 and 8773 and Reaffirming Street Lighting District No. 1 and Landscape Maintenance District No. 1 Annual Assessments, and Directing the San Bernardino County Auditor/Controller/Treasurer/Tax Collector to Place the Assessments on the Fiscal Year 2026-2027 Tax Roll

Facilities and Community Services Department Director Crocker summarized Resolution No. 8822, rescinding Resolution No. 8772, reaffirming and approving the Street Lighting District No. 1 annual

assessments, and Resolution No. 8823, rescinding Resolution No 8773, reaffirming and approving the Landscape Maintenance District No. 1 annual assessments. The resolutions expressly direct the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to place the assessments on the Fiscal Year 2026–27 Tax Roll, and authorize the total amount of the assessments, including applicable County administrative and processing fees, to satisfy the County's requirements for placement on the annual property tax roll.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council adopted, by roll call vote, Resolution No. 8822, rescinding Resolution No. 8772, reaffirming and approving the Street Lighting District No. 1 annual assessments, adopt Resolution No. 8823, rescinding Resolution No 8773, reaffirming and approving the Landscape Maintenance District No. 1 annual assessments, expressly directing the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to place the assessments on the Fiscal Year 2026–27 Tax Roll, and authorizing the total amount of the assessments, including applicable County administrative and processing fees, to satisfy the County's requirements for placement on the annual property tax roll.

Vote: 5-0 Passed

22. Adopt Resolution No. 8824 Rescinding Resolution No. 8808 and Approving the Delinquent Administrative Citation and Fine Report, Confirming the Delinquent Administrative Citation and Fines as Liens, and Directing the San Bernardino County Auditor-Controller/Treasurer/Tax Collector to Place the Delinquent Administrative Citation and Fine Charges on the Fiscal Year 2026-27 Tax Roll

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council adopted, by roll call vote, Resolution No. 8824 rescinding Resolution No. 8808; reaffirming and approving the Delinquent Administrative Citation and Fine Report and the submittal of the report to the San Bernardino County Auditor-Controller/Treasurer/Tax Collector for recordation of a special assessment on the Fiscal Year 2026-27 tax roll against properties resulting from the non-payment of certain City of Redlands municipal administrative citations;

Vote: 5-0 Passed

23. Approve the use of city resources and the request for in-kind support in the amount of $2,040.00 related to the Art-On-State Street event hosted by the Redlands Art Association on September 20, 2026; approve temporary street closures; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the state's guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act; and approved the request for in-kind support in the amount of $2,040.00 for the Art-On-State Street event, and approved the temporary street closure related to this event.

Vote: 5-0 Passed

24. Approve the use of city resources and in-kind request in the amount of $44,048.44 related to the Believe Walk event hosted by the Stater Bros Charities on Sunday, October 4, 2026, approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that the approval of the event is exempt from environmental review pursuant to

Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act; and approved the in-kind support request in the amount of $44,048.44 for the Stater Bros Charities Believe Walk, and approved the temporary street closures related to this event.

Vote: 5-0 Passed

25. Approve the use of city resources and the request for in-kind support in the amount of $24,415.00 related to the Dog Jog event hosted by the Redlands Chamber of Commerce on October 25, 2026; approve temporary street closures related to the event; and determine that the event is categorically exempt from environmental review pursuant to Section 15311(c) of the State's guidelines implementing the California Environmental Quality Act

On motion of Council Member Eddie Tejeda, seconded by Council Member Denise Davis, the City Council determined, by roll call vote, that the approval of the event is exempt from environmental review pursuant to Section 15311(c) of the State's Guidelines implementing the California Environmental Quality Act; and approved the in-kind support request in the amount of $24,415.00 for the Dog Jog event, and approved the temporary street closures related to this event to be held on October 25, 2026.

Vote: 5-0 Passed

J. Communications

1. Discussion and possible action relating to the designation of Voting Delegates to represent the City at the 2026 Annual Conference of the League of California Cities

Mayor Saucedo opened the discussion relating to the designation of a voting delegate and alternates to the 2026 League of California Cities Annual Conference.

On motion of Mayor Mario Saucedo, seconded by Council Member Paul Barich, the City Council unanimously designated, by roll call vote, Mayor Pro Tem Shaw to serve as the voting delegate for the League of California Cities 2026 Annual Conference; and designated Council Member Davis to serve as alternate voting delegate for the League of California Cities 2026 Annual Conference, scheduled to occur on September 23-25, 2026 in Anaheim.

Vote: 5-0 Passed

K. Public Hearings

1. CONTINUED PUBLIC HEARING to consider Ordinance Text Amendment No. 372 to amend Title 18 (Zoning Regulations) of the Redlands Municipal Code to prohibit new warehouses and logistics distribution facilities, as defined, and allow existing warehouses to remain as permitted or conditionally permitted uses; consideration of a proposed amendment to Chapter 18.156, Article XII (Warehouses and Logistics Distribution Centers) to add new Section 18.156.970 for new rebuilding provisions for existing warehouses and logistics distribution centers; and consideration of Resolution No. 8793 to amend the commercial and industrial Specific Plans of the City of Redlands to prohibit new warehouses and logistics distribution facilities, as defined, and allow existing warehouses to remain as permitted or conditionally permitted uses. The proposal qualifies for exemption from environmental review in accordance with Sections 15061(b)(3), 15308, and 15378(b)(5) of the California Environmental Quality Act Guidelines

Mayor Saucedo declared the meeting open as a public hearing and called on City Planner/Planning Manager Brian Foote for background regarding the consideration of Ordinance Text Amendment No. 372 to amend Title 18 of the Redlands Municipal Code and Resolution No. 8793 to amend the commercial and industrial specific plans of

the City to prohibit new warehouses and logistics distribution facilities. He announced the draft Ordinance was Amended after the agenda was published to correct certain errors.

On April 14, 2026, the Planning Commission discussed the draft ordinance language and made suggestions for changes including: add definitions for the terms *Alteration* and *Repair*; add additional language to reiterate that a property with a valid unexpired land use entitlement from the City (for a facility that has not yet been constructed) has the same land use rights as existing warehouses; and add provisions that would allow for an existing warehouse to increase the building height up to 15 percent and/or add more truck docking positions to the building, subject to approval of a Conditional Use Permit and certain additional criteria specified in the proposed code amendment.

On May 12, 2026, the Planning Commission reviewed the revised ordinance language, and adopted a resolution recommending that the City Council approve Ordinance Text Amendment No. 372 and the related Specific Plan Amendments. On June 16, 2026, the City Council held a public hearing, received the staff presentation and public comments, and continued the public hearing (without any discussion or deliberation) to tonight's meeting.

As public comment, Michael Paisner, Germaine Miles and Bruce Laycook urged the Council to heed constituents, who have consistently opposed warehouse development. They voiced frustration over a perceived lack of developer transparency and expressed concern that the amended ordinance grants developers excessive flexibility, creating loopholes.

Bill Blankenship, of CREDA/NAIOP IE, representing the logistics industry, supported an ordinance that prohibits new warehouses, while still permitting improvements to existing buildings, and he recommended that building heights be regulated according to the code established for each zoning district. One written comment was received from Nicole Torstvet, of Prologis, who opposed the provision limiting building-height increases to 15% of the existing height. She pointed out the zoning district already establishes the appropriate maximum building height and the CUP process provides the City the ability to review each proposal and address site-specific issues. Mayor Saucedo closed the public hearing.

Council Members raised several questions and discussed at length the proposed ordinance. Topics considered included, balancing the desire for no future warehouses, while also encouraging developers to improve existing buildings in a sustainable way. Ordinance No. 3002 proposes Section 18.156.970, which allows for a 15% increase in building height, but it was argued this may be insufficient to modernize older, functionally obsolete buildings, since it may not create enough usable interior space. This could discourage needed investment in redevelopment. Council Members concurred that removing the 15% cap was acceptable and they determined that continuing the hearing would allow staff the time to revise this section.

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council agreed, by roll call vote, to continue the Public Hearing to the City Council meeting of October 6, 2026, to allow staff additional time to prepare revised language for 18.156.970.C.1, providing for the requirement for applicants to demonstrate a net benefit when requesting an increase to building height as part of a Conditional Use Permit application.

Vote: 5-0 Passed

L. New Business

1. Consideration of a Sole Source Agreement with the Redlands Historical Museum Association and MPQA, LLC for Museum of Redlands Store and Event Pavilion Operations and Coordination Services, approval of an Additional Appropriation, and determination that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines

Assistant City Manager Garcia a reviewed a Sole Source Agreement with the Redlands Historical Museum Association and MPQA, LLC for Museum of Redlands Store and Event Pavilion Operations and Coordination Services. On April 21, 2026, the City Council approved a License Agreement with the Redlands Historical Museum Association (RHMA) establishing the framework for RHMA's activities at the Museum of Redlands,

including operation of the museum store and use of the event pavilion for programming, fundraising, and third-party rentals. The City retains ownership and overall operational control of the Museum, while RHMA supports activities intended to activate the facility and generate revenue for Museum-related purposes. The Agreement establishes a not-to-exceed amount of $95,000 through June 30, 2027. Under the separate Funding Agreement approved earlier this evening, provides for RHMA to fund 100% of the first-year costs for the related professional services, in an amount not to exceed $95,000. The RHMA would reimburse the City for the costs incurred under this Agreement. The proposed three-party agreement would establish MPQA's role in operating and coordinating activities for the museum store and event pavilion.

As public comment, Bruce Laycook supported this item, but noted he was unable to find information regarding MPQA and requested clarification about the organization's identity. City Attorney Garcia confirmed that the City does possess all necessary business documentation for the consultant, explaining the Secretary of State's website has been offline for the past few weeks, preventing public verification. John Malcolm recommended keeping agenda descriptions clear and consistent, pointing out that this item omitted the $95,000 funding details.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council approved, by roll call vote, the single/sole source procurement of services from and Agreement with the Redlands Historical Museum Association and MPQA, LLC for Museum of Redlands Store and Event Pavilion Operations and Coordination Services in an amount not to exceed $95,000, approved an additional appropriation in the General Fund in the amount of $95,000, and determine that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines

Vote: 5-0 Passed

Mayor Saucedo called for a brief recess at 8:03 p.m. The meeting reconvened at 8:10 p.m.

2. Consideration of a grant award from the County of San Bernardino Office of Homeless Services in the amount of $611,041.00 from Homeless, Housing, Assistance, and Prevention 5 (HHAP-5) grant for the Project HomeKey Site, Emergency Shelter, and Outreach, authorizing the City Manager or designee to execute the grant agreement; and approve authorization of an additional appropriation in the grant amount; and determine that the HHAP-5 Grant and Services are exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

Homeless Solutions Manager David Rabindranath explained that in June 2026, the City was awarded a Project Homekey grant from the County of San Bernardino Office of Homeless Services in the amount of $611,041.00 from Homeless Housing, Assistance and Prevention 5 (HHAP-5) grant for the Project HomeKey Site, Emergency Shelter, and Outreach. The grant funds will allow the City to continue to provide a coordinated approach to addressing homelessness through Project Homekey supportive housing, emergency shelter, case management, and homeless outreach services.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council authorized, by roll call vote, an additional appropriation in the amount of $611,041.00, determined that the HHAP-5 Grant and Services are exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; accepted the grant award from the County of San Bernardino Office of Homeless Services in the amount of $611,041.00 from the Homeless Housing, Assistance and Prevention 5 (HHAP-5) grant for the Project Site, Emergency Shelter, and Outreach; and authorized the City Manager or his designee to execute the grant agreement and related program documents.

Vote: 5-0 Passed

3. Consideration of Resolution No. 8819 Establishing the Confidential Employee Unit

Human Resources/Risk Management Director King summarized Resolution No. 8819 establishing the Confidential Employee Unit. As the City's organizational structure and operational needs have evolved, several management and professional classifications have assumed significant responsibilities involving confidential labor relations information. Establishing a separate Confidential Employee Unit appropriately recognizes these responsibilities, avoids potential conflicts of interest in the administration of employer-employee relations, and is consistent with the City's authority. The proposed resolution establishes a Confidential Employee Unit consisting of the following classifications: 1) Assistant Director, Human Resources/Risk Management; 2) Human Resources Manager; 3) Human Resources Analyst; 4) Assistant Finance Director; 5) Finance Manager; and 6) Budget Analyst. As public comment, Stephen Rogers supported the establishment of a confidential unit but suggested the City Clerk position be added to this unit, as well.

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Paul Barich, the City Council adopted, by roll call vote, Resolution No. 8819 establishing a separate Confidential Employee Unit.

Vote: 5-0 Passed

4. Discussion and possible action regarding the City Clerk's compensation and consideration of Resolution No. 8825

Human Resources/Risk Management Director King detailed Resolution No. 8825 regarding the City Clerk’s compensation. In accordance with Government Code Section 36517, the City Clerk’s compensation (salary and benefits) is set by Resolution of the City Council. The most recent resolution setting forth the City Clerk’s salary at $85,454 per year plus benefits, was adopted in 2022. Staff brought forth a recommendation in July with similar corresponding salary increases to those that the City Council approved for union-represented employees, approximately 6.5 percent higher, representing the four percent across-the-board increase approved for general employees along with a 2.5 percent step increase.

However, the Council requested a revised recommendation to set the City Clerk's salary to a comparable classification's salary and benefit increase schedule. Staff evaluated comparable internal classifications and corresponding benefit structures to identify an appropriate benchmark for the City Clerk position and determined that the Redlands Association of Management Employees (Management Unit) was the most aligned, as the City Clerk serves as a full-time employee with ongoing operational responsibilities, such as overseeing elections, maintaining official records, ensuring compliance with the Brown Act and Public Records Act, administering municipal elections, and supporting the legislative functions of the City Council. These responsibilities are administrative and operational in nature and are comparable to other full-time management positions within the organization.

The proposed resolution establishes the City Clerk's compensation by linking the position to the Management Unit salary schedule at Range 75, Step 3 ($130,552 annually) and provides that future across-the-board salary adjustments and selected benefits shall be administered in the same manner as the Management Unit. As public comment, Stephen Rogers reiterated his suggestion to include the City Clerk position in the newly formed Confidential Employee Unit, and not the Management Unit.

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Paul Barich, the City Council adopted, by roll call vote, Resolution No. 8825, rescinding Resolution No. 8327 adjusting the City Clerk’s compensation.

Vote: 5-0 Passed

5. Consideration of Resolution No. 8826 Establishing a limited-term assignment program to provide temporary staffing support for City departments and authorizing the Human Resources Director to administer the program

Human Resources/Risk Management Director King highlighted Resolution No. 8826 establishing a limited-term assignment program to provide temporary staffing support for City departments. The Limited-Term Assignment Program would give City departments temporary staffing support when they face short-term shortages. The Human Resources Department would maintain a pool of up to 10 authorized limited-term positions, with each appointment limited to two years and funded by the requesting department.

The program is intended to help departments manage staffing gaps caused by leaves, military duty, workers' compensation, special projects, workload increases, grant-funded work, and other temporary operational needs approved by the Human Resources Director. It offers a more responsive and cost-effective option than creating new positions or relying on temporary staffing agencies. The program may also help build a pipeline of future public-sector employees by giving participants municipal experience, training, and exposure to City operations.

On motion of Council Member Paul Barich, seconded by Council Member Denise Davis, the City Council adopted, by roll call vote, Resolution No. 8826 establishing a limited-term assignment program to provide temporary staffing support for City departments; and authorized the Human Resources Director to administer the program.

Vote: 5-0 Passed

6. Consideration of a Cooperative Purchase of a Type I Paramedic Squad Vehicle from Frazer, Ltd. in the Amount of $394,240 to Support Emergency Medical Response Operations

Fire Chief Sessler detailed the need for a cooperative purchase of a Type I Paramedic Squad vehicle in the amount of $394,240 to support emergency medical response operations. Medic Squad 264 (MS264) was placed into service in 2018 and follows the Department's established 10-year replacement lifecycle, consisting of seven years as a frontline unit followed by three years in reserve status. The shortened lifecycle reflects the high mileage, extended engine hours, and increased operational demands associated with medic squad vehicles.

The proposed cooperative purchase consists of one Type I Paramedic Squad vehicle from Frazer, Ltd. in the amount of $394,240 through HGACBuy Cooperative Purchasing Contract No. AM10-23. The cooperative purchasing contract was competitively solicited and awarded, allowing the City to obtain competitive pricing without conducting a separate formal bidding process and the replacement paramedic squad will serve as a frontline emergency medical response vehicle.

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Denise Davis, the City Council approved, by roll call vote, the cooperative purchase of a Type I Paramedic Squad vehicle in the amount of $394,240 to support emergency medical response operations; and authorized the City Manager, or designee, to execute the necessary purchase agreements in accordance with City purchasing guidelines.

Vote: 5-0 Passed

7. Consideration of Resolution No. 8818 authorizing use of the State's Citizens' Option for Public Safety (COPS) Program Funds for Fiscal Year 2026/27 and 2027/28 for the purpose of ensuring public safety

Police Chief Tolber introduced Resolution No. 8818 for the use of the State's Citizens' Option for Public Safety Program Funds for Fiscal Year 2026/27 and 2027/28 to ensure public safety. The COPS program is an ongoing State-funded program that provides financial assistance to local agencies to support frontline public safety services. The State Budget Act continues to appropriate funding for the COPS program. To receive these funds, the City is required to maintain a separate, interest-bearing Supplemental Law Enforcement Services Fund (SLESF) for the deposit of COPS revenues, with monthly transfers to the operating budget as needed to facilitate appropriations and expenditures. The City has complied with these requirements.

On motion of Mayor Pro Tem Marc Shaw, seconded by Council Member Eddie Tejeda, the City Council adopted, by roll call vote, Resolution No. 8818 for the use of the State's Citizens' Option for Public Safety Program Funds for Fiscal Year 2026/27 and 2027/28 to ensure public safety.

Vote: 5-0 Passed

8. Consideration of a non-competitive Professional Services Agreement with Rincon Consultants, Inc. for the implementation of the Remedial Action Plan at the Alabama Street Septage Ponds for an amount not to exceed $640,000, and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act

Municipal Utilities and Engineering Director Heredia presented a non-competitive Professional Services Agreement with Rincon Consultants, Inc. for the implementation of the Remedial Action Plan at the Alabama Street Septage Ponds for an amount not to exceed $640,000. The sole-source selection of Rincon is justified based on the firm's unique qualifications and comprehensive institutional knowledge of the Alabama Street Septage Disposal Ponds project. Since 2018, Rincon has served as the City's environmental consultant of record, performing all major site investigations, developing the Water Board-approved FS/RAP, and maintaining detailed knowledge of the site's hydrogeologic conditions, contaminant distribution, risk assessments, and regulatory framework.

City Manager Duggan added clarification regarding oversight of the Septage Ponds, explaining that in 2017 a surface fire disturbed the closed disposal ponds, compromising site conditions and necessitating the development of an updated mitigation strategy to address potential environmental and regulatory concerns.

On motion of Council Member Eddie Tejeda, seconded by Mayor Mario Saucedo, the City Council determined, by roll call vote, that approval of the Professional Services Agreement with Rincon Consultants, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and approved a single-source Professional Services Agreement with Rincon Consultants, Inc. for the implementation of the Remedial Action Plan at the Alabama Street Septage Disposal Ponds for an amount not to exceed $640,000.

Vote: 5-0 Passed

9. Consideration of a Single-Source Professional Services Agreement with Parsons Water & Infrastructure Inc. for construction plan consolidation and bid support services for the Wastewater Treatment Plant Improvement Phase 2 Project for an amount not to exceed $287,326 and determination that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act

Municipal Utilities and Engineering Director Heredia presented a Single-Source Professional Services Agreement with Parsons Water & Infrastructure Inc. for construction plan consolidation and bid support services for the Wastewater Treatment Plant Improvement Phase 2 Project for an amount not to exceed $287,326. Although the Project received competitive interest, all submitted bids substantially exceeded the engineer's estimate and the funding available for construction. Consequently, on May 5, 2026, the City Council rejected all bids and directed staff to revise and re-advertise the Project.

MUED staff and Parsons subsequently continued refining the bid package to better align the Project's scope with available funding and construction market conditions. Because the existing agreement with Parsons has since expired, a new professional services agreement is required to complete the revised bid package and provide bidding support services. Staff successfully negotiated a not-to-exceed agreement amount of $287,326. As public comment, Stephen Rogers pointed out the City failed to create a Wastewater Master Plan concurrently with the General Plan. He also warned that the facility's construction costs will continue to skyrocket.

On motion of Council Member Eddie Tejeda, seconded by Council Member Paul Barich, the City Council determined, by roll call vote, that approval of a Professional Services Agreement with Parsons Water & Infrastructure, Inc. for construction plan consolidation and bid support services for the Wastewater Treatment Plant Improvement Phase 2 Project is exempt from environmental review pursuant to Section 15061(b)(3) of the State's guidelines implementing the California Environmental Quality Act; and approved a single-source Professional Services Agreement with Parsons Water & Infrastructure Inc. for an amount not to exceed $287,326.

Vote: 5-0 Passed

M. Individual Council Member Announcements and/or Reports on Activities

1. Individual Council Member Report on Activities for July and August 2026 from Mayor Pro Tem Shaw

Redlands Family Fun Day - 250th Celebration - Council Members thoroughly enjoyed this event at Coyoza Park, hosted by Redlands Rotary Club. The day was marked with the Redlands Police vs. Fire softball showdown, and included music, food, and family fun games.

Mayor Saucedo attended "Bowl with a Cop", Redlands Service Club Council, two Eagle Scout Court of Honor ceremonies, Veterans Day Parade Committee meeting, met with two realty groups to discuss city business and projects, India's Independence Day celebration event, Hispanic Heritage planning meeting, San Bernardino County Housing Authority ribbon cutting for Phase II, and the Santa Ana Regional Water Quality Board meeting.

Mayor Pro Tem Shaw submitted his report of activities for the month of July and August 2026, as available online and attached to the staff report.

Council Member Barich attended the Library Board Meeting and various Redlands Bowl events.

Council Member Tejeda attended the grand opening of an inclusionary playground in Rialto, Back to School Jam, and Redlands Ranch Market's 30th anniversary community celebration.

N. Adjournment

Council Member Davis adjourned the meeting at 8:46 pm in honor of two community members who passed away in August.

Rudi Whitmore was a Licensed Professional Clinical Counselor, and LGBTQIA+ affirmative therapist. A dedicated community organizer and adjunct professor at the University of Redlands, she will also be remembered for the sharp wit and insight she brought to a number of City Council meetings.

Justice Marsha G. Slough, who served on California's Fourth District Court of Appeal and was a two-decade veteran of the state judiciary, died on Saturday at 68, following an illness. Throughout her career, she was known for her sharp legal judgment but also the genuine humanity found in her words.

The next regular meeting of the City of Redlands City Council will be held on September 15, 2026.

City Council **AGENDA ITEM NO. I2.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring September 15 through October 15, 2026, as Hispanic Heritage Month (Mayor Saucedo)

MOTION:

I move to authorize the issuance of a proclamation declaring September 15 through October 15, 2026, as Hispanic Heritage Month in the City of Redlands.

Attachments

Hispanic Heritage Month 2026.pdf

PROCLAMATION

Hispanic Heritage Month

WHEREAS, in September 1968, Congress authorized President Lyndon B. Johnson to proclaim National Hispanic Heritage Week, which was observed during the week including September 15th and 16th. Further, National Hispanic Heritage Week was expanded in 1988 by President Ronald Reagan to become Hispanic Heritage Month, beginning on September 15th and ending on October 15th; and

WHEREAS, the Hispanic population of the United States is now 68-70 million people, constituting 20% of the total population; and

WHEREAS, Hispanics in the United States can trace their roots to Spain, Mexico and the Spanish-speaking nations of Central America, South America and the Caribbean; and

WHEREAS, there are more than 5 million Latino-owned businesses in the United States that contribute more than $800 billion to the economy; and

WHEREAS, more than 300,000 Hispanic and Latino personnel are currently serving in our armed forces, while an estimated 1.3 million living Hispanic and Latino veterans are living across the United States; and

WHEREAS, more than 39% of residents of Redlands are of Hispanic origin; and

WHEREAS, starting in the early 1900's, Mexican immigrant families formed a vibrant community in downtown Redlands working in citrus ranches. They established homes, businesses, churches, and formed the core Mexican American cultural life in the city; and

WHEREAS, from early land grants and the Lugonia Colony to the present, Hispanics in Redlands continue to contribute immeasurably to the growth and prosperity of the city;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands does hereby proclaim the period of September 15 through October 15, 2026, as ***Hispanic Heritage Month*** in the City of Redlands and encourages all residents to support activities that develop understanding and enjoyment of Hispanic heritage, culture, art and music.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 15th day of September, 2026.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I3.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation declaring September 25, 2026, as California Native American Day (Mayor Saucedo)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to authorize issuance of a proclamation declaring September 25, 2026, as California Native American Day in the City of Redlands.

Attachments

CA Native American Day 2026.pdf

PROCLAMATION

California Native American Day

WHEREAS, in 1998, California designated the fourth Friday of September as California Native American Day to dismantle misconceptions about California Native Americans; and

WHEREAS, California Native American Day offers a chance to educate the community about the diverse California Native American cultures that have shaped our region in our state; and

WHEREAS, California Native American Day celebrates the distinctive culture of the Native American people indigenous to California and calls attention to their triumphs and struggles that comprise their rich history; and

WHEREAS, the cultural and governmental contributions of the Native American people of California have shaped the course of the state throughout history; and

WHEREAS, the City of Redlands recognizes and acknowledges that our city is on the Ancestral Homelands of the Yuhaaviatam of San Manuel Nation, and is home to the first and only California Native American elected to the State's Legislature, Assemblymember James C. Ramos; and

WHEREAS, the City of Redlands honors our neighbor and community partner Yuhaaviatam of San Manuel Nation whose generous contributions to local nonprofits and government agencies truly make a difference in our community; and

WHEREAS, the Zanja in Redlands is a historic irrigation canal, constructed by Serrano, Cahuilla and Gabrielino builders under Spanish colonial supervision in 1819. It initially served as an irrigation system for the San Bernardino Asistencia and later for ranches, orchards, and Redlands' domestic water supply; and

WHEREAS, the Zanja played a crucial role in transforming the region into a fertile area for citrus cultivation, laying the groundwork for Redlands' orange boom; and

WHEREAS, the Zanja Trail follows the course of the original irrigation channel as a historic reminder for future generations;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby proclaims September 25, 2026, as California Native American Day in the City of Redlands and encourages residents, educational institutions, and community organizations to observe California Native American Day through activities, events, and educational initiatives that promote understanding, cultural exchange, and respect for California Native American traditions and contributions.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 15th day of September 2026.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I4.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation to the University of Redlands Women's Softball Team (Council Member Davis)

MOTION:

I move to authorize the issuance of a proclamation to the University of Redlands Women's Softball Team.

Attachments

University of Redlands Womens Softball Team.pdf

PROCLAMATION

University of Redlands Women's Softball Team

WHEREAS, the University of Redlands Women's Softball Team won the NCAA Division III National Championship on Wednesday, June 3, 2026; and

WHEREAS, a National Championship represents the highest possible achievement in collegiate athletics; and

WHEREAS, the Women's Softball team has had a long and very distinguished history. Their win marks the first time they have been crowned National Champions in program history; and

WHEREAS, the Women's Softball Team consists of the following students:
Jenay Scott, Brianna Garcia, Kayla Jackson, Brooklyn Bard, Avery Duran, Maya Holshoe, Adyson Kim, Mo Bassett, Caitlynn Griffith, Natalie Lowthers, Leila Jackson, Natalie Lopez, Leila Gomez, Alyson Stofila, Paige Ellinger, Mia Cortez, Avery Provenzano, Katlyn Gandara, Emma Swenson, Madeline Hughes, Saya Fujii, and Emi Connell; and

WHEREAS, University President Krista Newkirk, Vice President of Intercollegiate Athletics, Nikki Ayers, Head Coach Jose Ortega, and Assistant Coaches Kaitlyn Hooper-Bell, Andrew Aguilera, and Cassandra Mittman are to be commended for using their time and talents to train, inspire, and support this team every step of the way; and

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby congratulates the coaching staff and student athletes of the University of Redlands Bulldogs Women's Softball Team on their outstanding achievement.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 15th day of September 2026.

_____

Mario Saucedo, Mayor

Attest:

_____

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I5.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Authorize issuance of a proclamation celebrating Montessori in Redlands' 50th Anniversary (Council Member Davis)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to authorize issuance of a proclamation celebrating Montessori in Redlands' 50th Anniversary.

Attachments

Montessori in Redlands 50th Anniversary Proclamation.pdf

PROCLAMATION

Montessori in Redlands 50th Anniversary

WHEREAS, Montessori in Redlands was founded in 1976 by a group of local families who believed in education that nurtures a life journey of self-realization, love of learning, and global responsibility; and

WHEREAS, for fifty years, Montessori in Redlands has loyally served the children and families of Redlands, helping thousands of young people grow into thoughtful, compassionate, and engaged members of our community; and

WHEREAS, guided by the educational philosophy of Dr. Maria Montessori, the school recognizes that education has the power to build understanding, respect, and peace by helping every child develop their unique potential; and

WHEREAS, Montessori in Redlands celebrates the important role that education plays in creating a more peaceful, caring, and hopeful future for our community and our world; and

WHEREAS, Montessori in Redlands has enriched the City of Redlands through its dedication to children, strong community partnerships, and enduring commitment to educational excellence;

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Redlands hereby proclaim September 21, 2026, as Montessori in Redlands 50th Anniversary Day and extend our sincere gratitude to the founders, educators, staff, volunteers, families, alumni, and supporters whose dedication has made fifty years of service to children possible.

IN WITNESS WHEREOF, we hereunto affix our signatures and Official Seal of the City of Redlands on this 15th day of September 2026.

Mario Saucedo, Mayor

Attest:

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I6.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Disclosure of Settlement and Release Agreement – Armstrong Cal Builders, Inc. v. City of Redlands (City Attorney Abich Garcia)

DISCUSSION:

Attached is a copy of the "Settlement and Release Agreement," which reflects the terms and conditions of a settlement between the City of Redlands and Armstrong Cal Builders, Inc. The settlement was discussed by the Council in closed session and approved on September 1, 2026. In accordance with the City's Municipal Code, and following the spirit of the Brown Act, this matter is on your agenda to notify the public of the settlement negotiated by the City.

SUBMITTED BY:
Yvette M. Abich Garcia, City Attorney

REVIEWED BY:
Charles M. Duggan, Jr., City Manager
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Yvette M. Abich Garcia, City Attorney

Attachments

SETTLEMENT AGREEMENT AND RELEASE

This Settlement Agreement and Release (the "Agreement") is entered by and between the CITY OF REDLANDS (the "City") and Armstrong Cal Builders, Inc. ("Armstrong"). The City and Armstrong will sometimes be referred to collectively as the "Parties" or individually as "Party."

Recitals

A. On or about February 21, 2025, Armstrong filed an action known as Armstrong Cal Builders vs. City of Redlands, San Bernardino County Superior Court Case No. CIVSB2505450 (the "Action"), against the City seeking damages relating to the construction of the Joslyn Senior Center Renovation project (the "Project").

B. By this Agreement, City and Armstrong intend and desire to avoid the expense and uncertainty of litigation relating to Armstrong's claims and to settle all claims between them, known or unknown, arising from the Action or the Project, on the terms set forth in this Agreement.

Terms of Settlement

NOW THEREFORE, in consideration of the mutual covenants set forth in this Agreement, the Parties agree as follows:

1. Obligations of Armstrong.

(a) Upon the full execution of this Agreement, Armstrong shall immediately provide a dismissal of the entire Action against all parties, with prejudice, for counsel for the City to hold in trust until the settlement check is deposited and clears the account upon which it is drawn.

(b) Armstrong's counsel shall provide Armstrong's W9 with the dismissal.

(c) Armstrong shall also file a Notice of Settlement within three (3) days of the full execution of this Agreement.

2. Obligations of City.

Within thirty (30) days of Armstrong providing the items set forth in paragraph 1, the City shall pay a total of **$108,698.49** (the Settlement Amount) to Armstrong Cal Builders. The settlement check shall be mailed to:

Mark Feldman
Feldman & Associates, Inc.,
11030 Santa Monica Blvd., Ste. 109
Los Angeles, CA 90025

3. No Admission of Fault.

The City denies any liability or wrongdoing of any kind related to the Action or Project. This Agreement is made solely to compromise and settle disputed claims. Nothing in this Agreement shall be interpreted, used, or construed as an admission of liability, fault, or wrongful conduct of any kind by any of the Parties.

4. Release.

In consideration for the agreements as set forth herein, Armstrong and City each hereby release each other, and their sureties, principals, directors, officers, shareholders, council members, officers, officials, boards, commissions, managers, employees, attorneys, insurance companies, agents, and other representatives, from any and all claims, actions and causes of action, obligations, liabilities, indebtedness, breaches of duty, claims for injunctive and other equitable relief, suits, liens, losses, costs or expenses, including attorneys' fees, of any nature whatsoever, known or unknown, fixed or contingent, arising out of, based upon or relating to the Action or the Project.

(a) Waiver of Civil Code Section 1542:

It is further understood and agreed that the releases contained herein extend to all claims of every nature and kind whatsoever, known and unknown, and there is expressly hereby released with regard to such claims all rights under California Civil Code Section 1542 which provides as follows:

> **"A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."**

To the extent that it applies to a special release, the Parties hereby waive any and all rights they may have under California Civil Code Section 1542 as it presently reads or as it shall hereinafter be amended. The Parties acknowledge this Agreement is intended to include in its effect, without limitation, all of the claims that were or could have been raised, even those which a Party did not know of or suspect to exist in its favor at the time of execution of this Agreement and that this Agreement contemplates extinguishment of all such claims that were or could have been raised, even those which would have materially affected the releasing Party's decision to enter into this Agreement.

(b) Exceptions to Releases

The releases in this Agreement do not apply to any unexpired warranties that may exist under the prime contract.

5. Entire Agreement.

This Agreement sets forth the entire agreement of the Parties and supersedes any and all prior agreements or understandings, if any, between them pertaining to the subject matter hereof,

and shall not be modified or altered except by a subsequent written agreement signed by the Parties. This Agreement shall be binding upon and inure to the benefit of the Parties, their respective representatives, shareholders, officers, directors, employees, affiliates, successors, heirs and assigns.

6. Warranty.

The Parties hereby expressly warrant and represent that they have not transferred or assigned or attempted to transfer or assign any of the claims released hereunder. The persons signing this Agreement hereby warrant that they have the power and authority to execute this Agreement and bind any Party on whose behalf this Agreement is signed, and that all approvals required by law have been obtained.

7. Controlling Law.

This Agreement shall be interpreted and construed in accordance with the law of the State of California.

8. Attorneys' Fees and Costs.

The Parties shall bear all of their own respective costs and attorneys' fees incurred relating to the Action, including the negotiations and drafting of this Agreement.

9. Severability

If any provision and/or part of this Agreement is held, determined, or adjudicated to be invalid, unenforceable or void for any reason, each such provision shall be severed from the remaining provisions of the Agreement and shall not affect the validity and enforceability of such remaining provisions.

10. Counterparts.

This Agreement may be executed in counterparts and by facsimile or other electronic delivery.

11. Review of Agreement.

The Parties each acknowledge and represent that they have read this Agreement, have had the opportunity to consult with their respective attorneys concerning its contents and consequences, that the Agreement is being executed solely in reliance on their respective judgment, belief and knowledge of the matters set forth herein and on the advice of their respective attorneys.

12. Neutral Interpretation.

The Parties agree that all parts of this Agreement shall in all cases be construed as a whole according to their fair meaning and shall not be construed strictly for or against any party hereto.

13. Modification.

This Agreement shall not be modified, amended or supplemented unless such modifications, amendments or supplements are in writing and signed by each party to this Agreement.

14. Retention of Jurisdiction.

This Agreement is enforceable pursuant to California Code of Civil Procedure section 664.6. The Parties hereby stipulate that the Superior Court retain jurisdiction to enforce this Agreement and that this Agreement may be filed with the Court for the purpose of obtaining an order retaining jurisdiction under California Code of Civil Procedure Section 664.6.

City of Redlands

Signature: _____

Printed Name: Mario Saucedo

Title: Mayor

Date: 9-3-26

Attest:

_____
Jeanne Donaldson, City Clerk

Armstrong Cal Builders, Inc.

Signature: Shawn Salah
Signer ID: WVBJ7DMTX8...

Printed Name: Shawn Salah

Title: President

Date: 7/30/2026

City Council **AGENDA ITEM NO. I7.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8832 rescinding Resolution No. 8663 and adopting a revised City Council Recognition Policy (City Manager Duggan)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8832 rescinding Resolution No. 8663 and adopting a revised City Council Recognition Policy.

RECOMMENDATION:

Staff recommends that the City Council adopt Resolution No. 8832 rescinding Resolution No. 8663 and adopting a revised City Council Recognition Policy to revise the proclamation request deadline from five weeks to three weeks prior to the scheduled City Council meeting.

DISCUSSION:

On March 18, 2025, the City Council adopted Resolution No. 8663 establishing a City Council Recognition Policy to provide formal guidelines and standards for proclamations, certificates, plaques/awards, and other recognitions issued by the City Council.

The current policy requires requests for proclamations to be received by the City Manager's Office at least five weeks prior to the scheduled City Council meeting at which the proclamation will be considered. To provide greater flexibility for proclamation requests, staff is proposing to revise the proclamation request deadline from five weeks to three weeks prior to the scheduled City Council meeting.

Due to the shortened time frame, proclamation requests must be complete when submitted to the City Manager's Office. To be considered received by the three-week deadline, requests must include all information necessary for staff to prepare and process the proclamation, including the proclamation name/title and draft text in accordance with the requirements of the Recognition Policy.

The proposed revised Recognition Policy is included as Exhibit "A" to Resolution No. 8832 and otherwise maintains the existing guidelines and standards established by Resolution No. 8663.

ALTERNATIVES:

The City Council may elect not to adopt the proposed resolution and provide alternative direction to staff.

STRATEGIC PLAN:

NA

SUBMITTED BY:
Charles M. Duggan Jr., City Manager

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Whitney Mesna, Management Analyst

FISCAL IMPACT

Fiscal Year:

Revenue Generating: Yes or No

Amount: $

Budgeted Y/N:

Account No.:

Additional Appropriation Required: Yes or No

Discussion:

There is no fiscal impact associated with the adoption of the revised City Council Recognition Policy.

Attachments

RESOLUTION NO. 8832

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS RESCINDING RESOLUTION NO. 8663 AND ADOPTING A REVISED POLICY FOR CITY COUNCIL PROCLAMATIONS, CERTIFICATES, PLAQUES/AWARDS AND OTHER RECOGNITIONS THAT HONOR THE CONTRIBUTIONS OF INDIVIDUALS, ORGANIZATIONS OR EVENTS THAT BENEFIT THE COMMUNITY

WHEREAS, the Redlands City Council actively seeks to recognize noteworthy contributions and achievements of individuals and organizations that benefit the community; and

WHEREAS, individuals and organizations request city recognition of contributions or causes and events that benefit the City of Redlands; and

WHEREAS, on March 18, 2025, the City Council adopted Resolution No. 8663 establishing guidelines and standards for City Council proclamations, certificates, plaques/awards, and other recognitions; and

WHEREAS, the City Council desires to revise the deadline for submitting proclamation requests to the City Manager's Office from five (5) weeks to three (3) weeks prior to the scheduled City Council meeting for which the proclamation is requested; and

WHEREAS, the City Council desires to adopt the revised City Council Recognition Policy attached hereto as Exhibit "A."

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. Resolution No. 8663 is hereby rescinded.

Section 2. The City Council hereby adopts the revised "Recognition Policy" attached hereto and incorporated herein by reference as Exhibit "A."

Section 3. This Resolution shall take effect upon its adoption.

Section 4. The City Clerk shall certify to the adoption of this resolution.

ADOPTED, SIGNED AND APPROVED this 15th day of September, 2026.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 15th day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

CITY OF REDLANDS RECOGNITION POLICY

1. Purpose of Policy.
    a. The purpose of this policy is to establish formal guidelines and standards for recognizing and encouraging contributions made by individuals or groups to the City for the community's betterment, and/or to bring awareness to causes or events relevant to the community of Redlands. These individuals and organizations will be recognized by the City Council for various civic contributions.

    b. For purposes of this policy, "recognition" means certificates, proclamations, awards/plaques and other tangible tributes or honors signed or issued by the Mayor on behalf of the entire City Council for the purpose of recognizing an individual or group's civic contributions or achievements or to honor special occasions, events, celebrations and business openings.

2. General Provisions.
    a. All forms of recognition are signed solely by the Mayor on behalf of the entire City Council.

    b. The Mayor, or in the Mayor's absence the Mayor Pro Tempore, will present recognitions on behalf of the City Council. Alternatively, the Mayor may designate a Council Member or city official to present a recognition.

    c. Commissioners/Board Members/Committee members may not issue any official recognition on behalf of the City or in their official capacity as commissioners or members of any board or committee.

    d. Recognition may only be issued where there is a clear nexus or connection to the community of Redlands. Recognitions, when applicable, will only be presented at one City Council meeting.

    e. Recognition will not be issued for campaigns or events contrary to city policy, matters of politics, or for personal ideological or religious beliefs.

3. Proclamations
    a. Proclamations are official documents of the City Council signed by the Mayor, approved by the City Council, and prepared to commemorate or create awareness of a special occasion, event, issue, individual or organization.

    b. Proclamations are placed on the agenda for City Council approval and often presented at City Council meetings.

    c. Proclamations constitute endorsement by the City and should be viewed as such when being considered.

d. Requests for proclamations must be made to, and recommended by, the Mayor for City Council consideration.
    i. Requests for proclamations must be received by the City Manager's Office three (3) weeks ahead of the scheduled City Council meeting for which the proclamation is being requested for Council consideration.

    ii. To be considered "received," requests must include all required information, including the proclamation name/title and draft text with recitals comprising a total word count of no more than 250 words in 12-point, Times New Roman font. The City retains the right to modify, edit, or otherwise amend the proposed proclamation to meet policy guidelines.

    iii. Requests for proclamations must include the name(s) of the person or group who will receive the proclamation at the City Council meeting, or a mailing address should be provided where it will be mailed, though a designated recipient is not required.

4. Certificates.
    a. Certificates are official documents of the City Council bearing the signature of the Mayor, on behalf of the City Council.

    b. Certificates may be presented at City Council meetings or at offsite events without formal City Council approval.

    c. Requests for certificates must be approved by the Mayor.

        i. Requests must be received by the City Manager's Office two weeks ahead of when they are needed.

        ii. To be considered "received," requests must include all necessary information to create the certificate(s) and make it/them available for presentation.

    d. Certificates may be awarded to recognize events and achievements including, but not limited to:

        i. Special events such as conferences, conventions, seminars, and professional celebrations.
        ii. Milestones, achievements and celebrations.
        iii. Academic achievements (individual, group or team).
        iv. Athletic achievements (individual, group or team).
        v. Acts of volunteerism or service.
        vi. Recognition of dignitaries or legislators representing the City.
        vii. Honorable completion of office by an elected official or appointed advisory group member.
        viii. New business: grand openings and ribbon cuttings.
        ix. Any other event or achievement which, at the Mayor's discretion, merits a certificate.

5. Awards and Plaques.
    a. Awards or plaques may be presented in order to recognize events and achievements of greater significance, including but not limited to:
        i. Significant acts of volunteerism or service to the community.
        ii. Individual or organization achievement or service benefiting the City of Redlands by board members or executive officers.
        iii. Any other event or achievement which, at the Mayor's discretion, merits a plaque or award.

    b. Awards or plaques may be presented at City Council meetings or at offsite events without formal City Council approval.

    c. Requests for awards or plaques must be approved by the Mayor.

        i. Requests must be received by the City Manager's Office five weeks before they are needed.
        ii. To be considered "received", requests must include all necessary information to create the plaque(s)/awards(s) and make it/them available for presentation.

RESOLUTION NO. 8663

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING A POLICY FOR CITY COUNCIL PROCLAMATIONS, CERTIFICATES, PLAQUES/AWARDS AND OTHER RECOGNITIONS THAT HONOR THE CONTRIBUTIONS OF INDIVIDUALS, ORGANIZATIONS OR EVENTS THAT BENEFIT THE COMMUNITY

WHEREAS, the Redlands City Council actively seeks to recognize noteworthy contributions and achievement of individuals and organizations that benefit the community; and

WHEREAS, individuals and organizations request city recognition of contributions or causes and events that benefit the City of Redlands; and

WHEREAS, the purpose of this policy is to establish guidelines and standards for recognizing and encouraging such contributions

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section1. The City Council hereby adopts the "Recognition Policy" attached hereto and incorporated by reference herein as Exhibit "A".

Section 2. This Resolution shall take effect upon its adoption.

Section 3. The City Clerk shall certify to the adoption of this resolution.

ADOPTED, SIGNED AND APPROVED this 18th day of March, 2025.

Mario Saucedo, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the 18th day of March, 2025, by the following vote:

AYES: Councilmembers Barich, Tejeda, Davis, Shaw; Mayor Saucedo
NOES:
ABSENT:
ABSTAIN:

Jeanne Donaldson, City Clerk

EXHIBIT A

CITY OF REDLANDS RECOGNITION POLICY

1. Purpose of Policy.
   a. The purpose of this policy is to establish formal guidelines and standards for recognizing and encouraging contributions made by individuals or groups to the City for the community's betterment, and/or to bring awareness to causes or events relevant to the community of Redlands. These individuals and organizations will be recognized by the City Council for various civic contributions.

   b. For purposes of this policy, "recognition" means certificates, proclamations, awards/plaques and other tangible tributes or honors signed or issued by the Mayor on behalf of the entire City Council for the purpose of recognizing an individual or group's civic contributions or achievements or to honor special occasions, events, celebrations and business openings.

2. General Provisions.
   a. All forms of recognition are signed solely by the Mayor on behalf of the entire City Council.

   b. The sponsoring Council Member will present recognitions on behalf of the City Council, except when absent, then the Mayor or Mayor Pro Tempore, will perform the duties.

   c. Commissioners/Board Members/Committee members may not issue any official recognition on behalf of the City or in their official capacity as commissioners or members of any board or committee.

   d. Recognition may only be issued where there is a clear nexus or connection to the community of Redlands. Recognitions, when applicable, will only be presented at one City Council meeting.

   e. Recognition will not be issued for campaigns or events contrary to city policy, matters of politics, or for personal ideological or religious beliefs.

3. Proclamations
   a. Proclamations are official documents of the City Council signed by the Mayor, approved by the City Council, and prepared to commemorate or create awareness of a special occasion, event, issue, individual or organization.

   b. Proclamations are placed on the agenda for City Council approval and often presented at City Council meetings.

   c. Proclamations constitute endorsement by the City and should be viewed as such when being considered.

   d. Requests for proclamations must be made to the City Manager's Office.

i. Requests for proclamations must be received by the City Manager's Office five (5) weeks ahead of the scheduled City Council meeting for which the proclamation is being requested for Council consideration.

ii. To be considered "received", requests must include the proclamation name/title and draft text with recitals comprising a total word count of no more than 250 words in 12-point, New Times Roman font. The City retains the right to modify, edit, or otherwise amend the proposed proclamation to meet policy guidelines.

iii. The name of the person or group who will receive the proclamation at the City Council meeting, or an address where it will be mailed, should also accompany the request though a designated recipient is not required.

4. Certificates.
   a. Certificates are official documents of the City Council bearing the signature of the Mayor on behalf of the City Council.

   b. Certificates may be presented at City Council meetings or at offsite events without formal City Council approval.

   c. Requests for certificates must be approved by the Mayor.

      i. Requests must be received by the City Manager's Office two weeks ahead of when they are needed.

      ii. To be considered "received", requests must include all necessary information to create the certificate(s) and make it/them available for presentation.

   d. Certificates may be awarded to recognize events and achievements including, but not limited to:

      i. Special events such as conferences, conventions, seminars, and professional celebrations.
      ii. Milestones, achievements and celebrations.
      iii. Academic achievements (individual, group or team).
      iv. Athletic achievements (individual, group or team).
      v. Acts of volunteerism or service.
      vi. Recognition of dignitaries or legislators representing the City.
      vii. Honorable completion of office by an elected official or appointed advisory group member.
      viii. New business: grand openings and ribbon cuttings.
      ix. Any other event or achievement which, at the Mayor's discretion, merits a certificate.

5. Awards and Plaques.
    a. Awards or plaques may be presented in order to recognize events and achievements of greater significance, including but not limited to:
        i. Significant acts of volunteerism or service to the community.
        ii. Individual or organization achievement or service benefiting the City of Redlands by board members or executive officers.
        iii. Any other event or achievement which, at the Mayor's discretion, merits a plaque or award.

    b. Awards or plaques may be presented at City Council meetings or at offsite events without formal City Council approval.

    c. Requests for awards or plaques must be approved by the Mayor.

        i. Requests must be received by the City Manager's Office five weeks before they are needed.
        ii. To be considered "received", requests must include all necessary information to create the plaque(s)/awards(s) and make it/them available for presentation.

City Council **AGENDA ITEM NO. I8.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Memorandum of Understanding with University of Redlands for Paramedic Standby Services (Fire Chief Sessler)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve the Memorandum of Understanding with the University of Redlands for standby paramedic services during university football games and other special events as needed.

RECOMMENDATION:

Staff recommends that the City Council approve a Memorandum of Understanding between the City of Redlands and the University of Redlands for standby paramedic services at all university football games and other special events as needed.

DISCUSSION:

The Redlands Fire Department has previously provided standby paramedic services at University of Redlands football games upon request and as approved through a Memorandum of Understanding (MOU). The University of Redlands has requested that these standby paramedic services continue for football games and be expanded to include graduation ceremonies and other special events, as requested. Paramedic services involve deploying a Medic Squad, All-Risk Vehicle (ARV), or other fire support vehicle, staffed by two Redlands Fire Department personnel, to provide advanced life support paramedic care during the University's events.

Per the proposed Memorandum of Understanding, the University will reimburse the City for these services based on the actual and reasonable costs incurred by Fire Department personnel. The proposed MOU will be effective upon City Council approval and will remain in effect until June 30, 2029, aligning with the Redlands Professional Firefighters Association salary schedule. The University will provide the Fire Department with the football game schedule as soon as it is available and to ensure adequate staffing, the University will submit any requests for standby paramedic services for special events, no later than two weeks prior to the event. All requests for standby paramedic services will be subject to the approval of the Fire Chief or designee.

Staff is seeking City Council approval of the proposed Memorandum of Understanding with the University of Redlands to formalize this partnership and the provision of standby paramedic services.

ALTERNATIVES:

The City Council may elect not to approve the MOU for the provision of standby paramedic services to the University of Redlands.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Interim Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

FISCAL IMPACT

Fiscal Year:

Revenue Generating: Yes

Amount: $

Budgeted Y/N:

Account No.:

Additional Appropriation Required: No

Discussion:

The University of Redlands will compensate the City for standby paramedic services provided by two Fire Department personnel on an hourly basis for each scheduled football game, graduation ceremony, or other special event, as requested, at the rates set forth in Exhibit A of the MOU. The MOU will generate revenue to the City to offset the personnel costs associated with providing these services.

Attachments

MOUUoR_Paramedic_Standby_Services.pdf

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF REDLANDS AND THE UNIVERSITY OF REDLANDS FOR STANDBY PARAMEDIC SERVICES

This Memorandum of Understanding is made and entered into this 15th day of September 2026 (the "Effective Date"), by and between the City of Redlands ("City") and the University of Redlands ("University"), who each are sometimes individually referred to herein as a "Party," and collectively, as the "Parties."

RECITALS

WHEREAS, the University has requested that the City enter into this Memorandum of Understanding to allow for the provision of standby paramedic services provided by the Redlands Fire Department to provide first response medical care at university football games and other University events; and

WHEREAS, the University agrees to compensate City for the provision of standby emergency services by the Redlands Fire Department at each University football games and other special events as agreed to by the City and University; and

WHEREAS, this Memorandum of Understanding shall commence on the effective date and continue through June 30, 2029; and

WHEREAS, the Fire Chief concurs with, and consents to this Memorandum of Understanding.

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the City and University agree as follows:

AGREEMENT

Section 1. The Redlands Fire Department shall provide Advanced Life Support (ALS) standby paramedic services ("Services") at University of Redlands football games, the annual graduation ceremony, and other special events, as requested by the University and agreed to by the City. The duration of Services for each event shall be determined by the Fire Department or Fire Chief based on the specific needs and anticipated duration of the event, as well as Fire Department staffing and personnel coverage requirements. The Services shall include the following:

A. Provide ALS (Paramedic) service with a standby crew consisting of a Paramedic Squad, All Risk Vehicle (ARV), or fire support vehicle staffed by two (2) Redlands Fire Department personnel for ALS medical care at university football games for a duration of approximately six hours per game. The football season schedule must be provided by the University as soon as it becomes available and no later than two weeks prior to the first home game.

B. Provide ALS (Paramedic) service with a standby crew consisting of a Paramedic Squad, All Risk Vehicle (ARV), or fire support vehicle staffed by two (2) Redlands Fire Department personnel for ALS medical care at annual University graduation

ceremonies, and other special events as agreed to by both the City and University.

C. The standby crew will be present at Ted Runner Stadium, 1200 E Colton Ave, Redlands, CA 92374 at all scheduled dates and times, unless advised differently by the University:

D. University shall make a written request to the Fire Chief for additional Services for playoff games or other special events which may be scheduled by the University.

E. Requests for Standby Paramedic services for graduation ceremonies, or other special events, must be submitted at least two weeks before the event. Provision of these services is subject to the availability of personnel and requires the approval of the Fire Chief or his designee.

Section 2. University shall compensate the City for the Services at the City rates in Exhibit "A," which are in effect on the Effective Date of this Memorandum of Understanding. The City rates reflect the actual and reasonable costs incurred by the City in providing the Services.

Section 3. The University will provide the Fire Chief with any additional changes in scheduling, cancellations, reporting location, special instructions, or guidelines, and point of contact information.

Section 4. Either party may terminate this Memorandum of Understanding in the event that the Redlands Fire Department cannot provide the appropriate staff to provide the services due to a city-wide emergency or a department staffing shortage at any time by giving fourteen (14) days prior written notice of termination to the other Party. All outstanding charges for Services rendered up to the date of termination shall be paid to City on the effective date of termination.

Section 5. City shall hold harmless, defend and indemnify the University, and its officers, board members, employees and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the City's performance under this Memorandum of Understanding, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or injury to or destruction of property, and arises out of or is connected with the performance of the Services by City under this Memorandum of Understanding. Nothing herein shall be interpreted to obligate City to indemnify and defend the University and its officers, board members, employees and agents for the University's sole negligence or willful misconduct.

The University shall hold harmless, defend and indemnify City, and its officers, employees, and agents from and against any and all claims, losses, damages, liabilities and expenses, including but not limited to attorneys' fees, arising out of or resulting from the University's performance under this Memorandum of Understanding, provided that any such claim, loss, damage, liability or expense is attributable to bodily injury, sickness, disease, death or injury to or destruction of property, arises out of or is connected with the performance of the of University under this Memorandum of Understanding. Nothing herein shall be interpreted to obligate the University to indemnify and defend the City and its officers, employees, and agents for the City's sole negligence or willful misconduct.

In the event of concurrent negligence, the liability for any and all claims for injuries or damages to persons and/or property, which arise out of or relate to this Memorandum of Understanding, shall be apportioned under the California theory of comparative negligence as established presently or as may be hereafter modified.

Section 6. Both Parties shall self-insure or maintain a policy or policies of insurance as set forth below for the term of this Memorandum of Understanding:

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements or certification of self-insured or exemption from the workers' compensation laws of the State of California.

B. Comprehensive General Liability insurance in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required.

C. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all owned vehicles, hired and non-owned vehicles, and employee non-ownership vehicles.

Section 7. The University's Department of Public Safety shall cooperate with the City and its Fire Department in any emergency incidents relating to actions pursuant to the authority provided by this Memorandum of Understanding.

Section 8. In the event any action is commenced to enforce or interpret the terms or conditions of this Memorandum of Understanding, the prevailing party in such action shall be entitled to recover, in addition to its costs and other relief, its reasonable attorneys' fees, including fees for in-house counsel of the respective Parties at rates prevailing in San Bernardino County, California.

Section 9. This Memorandum of Understanding represents the entire agreement of the Parties hereto as to the matters contained herein, and any prior negotiations, verbal, and written agreements with regard to the subject matter hereof between the City and the University are superseded by this Memorandum of Understanding. Any amendment to this Memorandum of Understanding shall be in writing, approved by the City Council, and signed by the Mayor and representative of the University.

[See next page for Signatures]

CITY OF REDLANDS

_____ Date_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

CONCUR:

_____ Date_____
Rich Sessler, Fire Chief

UNIVERSITY OF REDLANDS

_____ Date_____
Donna Eddleman, Dean of Student Affairs
University of Redlands

EXHIBIT “A”

Fully Burdened Hourly Rate for Each Rank

Rank	Hourly Rate
Firefighter/Paramedic	$85.82
Fire Engineer	$115.84
Fire Captain	$135.79

* Each game or event will be staffed by two (2) Redlands Fire Department personnel for paramedic standby services for approximately six (6) hours.

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof, held on the 15th day of September, 2026, by the following vote:

AYES:
NOES:

ABSENT:

ABSTAINED:

_____

Jeanne Donaldson, City Clerk

City Council **AGENDA ITEM NO. I9.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve the First Amendment to Agreement between Consolidated Fire Agencies (CONFIRE) and the City of Redlands for Ground Ambulance Transport Services (Fire Chief Sessler)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve the First Amendment to the Agreement between the City of Redlands and Consolidated Fire Agencies (CONFIRE) for the provision of Ground Ambulance Transport Services.

RECOMMENDATION:

Staff recommends that the City Council approve the First Amendment to the Agreement between the City of Redlands and Consolidated Fire Agencies (CONFIRE) for the provision of Advanced Life Support (ALS) and Basic Life Support (BLS) Ground Ambulance Transport Services.

DISCUSSION:

In August 1990, the City Council officially approved the Redlands Fire Department's membership in Consolidated Fire Agencies (CONFIRE), alongside the cities of Colton, Loma Linda, Rialto and the County of San Bernardino. CONFIRE was established to serve as a secondary public safety answering point for 9-1-1 services, provide fire and emergency medical dispatching, and offer information technology support.

In December 2023, CONFIRE was selected as the successful proposer in response to San Bernardino County's Request for Proposals (RFP) No. ICEMA23-ICEMA-4811 for Advanced Life Support (ALS) and Basic Life Support (BLS) Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County. CONFIRE subsequently entered into Contract No. 23-1282 with the County of San Bernardino.

As part of CONFIRE's proposal, the City of Redlands committed to provide Transport Services through the Redlands Fire Department. The City Council approved the original Agreement with CONFIRE on September 17, 2024. The Agreement became effective October 1, 2024, and established the terms and conditions under which the Redlands Fire Department would provide Transport Services, including the use of ambulance apparatus and equipment owned by Priority Ambulance, CONFIRE's partner under the County contract.

Although the Agreement was approved by the City Council and became effective October 1, 2024, the Redlands Fire Department did not provide the contemplated Surge Transport Services during the term of the Agreement. Implementation of the CONFIRE County ambulance services contract was delayed due to pending legal proceedings. Those matters have since been resolved, allowing CONFIRE and its participating agencies to move forward with implementation of the ambulance transport services contemplated under the County contract.

The First Amendment updates the Agreement to reflect the implementation of CONFIRE's ambulance transport services, establish a more comprehensive deployment framework, and update reimbursement rates. Under the amended Agreement, the Redlands Fire Department may provide Transport Services through front-line, surge, reserve/backup, and additional or alternative deployment. An Agency Deployment Schedule will establish the Department's baseline deployment commitment, including authorized ambulance resources, scheduled hours and apparatus ownership.

The Amendment also updates the reimbursement structure. The Redlands Fire Department anticipates primarily utilizing Priority-owned ambulance apparatus, which will be reimbursed at $164.06 per unit hour, an increase from the existing rate of $152.80. The City also owns an ambulance previously purchased from the Big Bear Fire Department, which may be utilized by the Redlands Fire Department during a major emergency or other circumstances, when additional ambulance resources are needed. Services provided using City-owned ambulance apparatus will be reimbursed at $181.73 per unit hour, plus $40.43 per completed transport for medical restock and supplies. Payments will continue to be made quarterly based on CAD data reflecting in-service hours and completed transports.

The term of the Agreement will change from a fixed expiration date of September 30, 2029, to a term coterminous with the County Contract. If the County Contract is extended, the City and CONFIRE may mutually agree in writing to extend the Agreement for the corresponding extension of the County Contract.

ALTERNATIVES:

The City Council may elect not to approve the First Amendment to the Agreement between the City of Redlands and CONFIRE for Ground Ambulance Transport Services and provide alternative direction to staff.

STRATEGIC PLAN:

Priority B - Public Health & Safety

SUBMITTED BY:
Rich Sessler, Fire Chief

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Bruni Reyes, Management Analyst

FISCAL IMPACT

Fiscal Year: 2026-2027

Revenue Generating: Yes

Amount: $

Budgeted Y/N:

Account No.:

Additional Appropriation Required: No

Discussion:

The First Amendment updates the reimbursement rates for Transport Services provided by the Redlands Fire Department. The Department anticipates primarily utilizing Priority-owned ambulance apparatus, which will be reimbursed at a rate of $164.06 per unit hour, an increase of $11.26 per unit hour from the existing rate of $152.80.

The City also owns an ambulance previously purchased from the Big Bear Fire Department that may be utilized during a major emergency or when additional ambulance resources are needed. Services provided using City-owned ambulance apparatus will be reimbursed at $181.73 per unit hour, plus $40.43 per completed transport for medical restock and supplies.

The actual fiscal impact will depend on the number of ambulance resources deployed, the hours those resources are in service, the number of completed transports and the type of ambulance apparatus utilized. Reimbursement revenue will be deposited into the appropriate City fund in accordance with applicable accounting and budget procedures. No additional General Fund appropriation is requested as part of this First Amendment.

Attachments

FIRST AMENDMENT TO AGREEMENT
BY AND BETWEEN
CONSOLIDATED FIRE AGENCIES
AND
CITY OF REDLANDS

This First Amendment to Agreement ("First Amendment") is made and entered into by and between the Consolidated Fire Agencies, a Joint Powers Authority, duly authorized and existing under Government Code § 6500 et seq. (hereinafter referred to as "CONFIRE") and the City of Redlands (hereinafter referred to as "Agency"). CONFIRE and Agency may be referred to individually as a "Party" or collectively as the "Parties."

RECITALS

WHEREAS, CONFIRE and Agency entered into an Agreement effective October 1, 2024, pursuant to which Agency agreed to provide Transport Services in connection with Contract Number 23-1282 (the "Agreement"); and,

WHEREAS, Section 5, entitled "Modifications to Agreement," permits the Parties to modify the Agreement only in writing and with the approval of both Agency and CONFIRE through each entity's governing body; and,

WHEREAS, the Parties desire to amend the Agreement to update the Scope of Work, Payment, Term of Agreement, and Modifications to Agreement provisions and to add an Agency Deployment Schedule.

AGREEMENT

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained and for good and valuable consideration, the receipt of which is hereby acknowledged, and in accordance with Section 5 of the Agreement, the Parties agree and hereby amend the Agreement as follows:

1. **Article 2, SCOPE OF WORK shall be replaced with the following:**

2. SCOPE OF WORK:

   A. Authorized Deployment: Agency is authorized to provide Transport Services in one or more of the following operational capacities, as identified in the Agency Deployment Schedule attached hereto as Attachment 2 and the then-current CONFIRE deployment plan:

      1. Front-Line Deployment: Regularly scheduled ambulance resources assigned to provide ongoing system coverage and included in CONFIRE's planned daily deployment.

      2. Surge Deployment: Ambulance resources placed into service on a temporary, episodic, or as-needed basis upon activation or authorization by CONFIRE to address peak demand, system imbalance, reduced unit availability, emergencies, special events, mutual aid, disaster operations, or other operational needs.

      3. Reserve or Backup Deployment: Ambulance resources used to replace, supplement, or support an unavailable front-line or surge resource.

   B. Baseline Deployment Commitment: Agency shall provide the baseline Transport Services identified in the Agency Deployment Schedule. The Agency Deployment Schedule shall identify, as applicable:

      1. The number of authorized front-line, surge, reserve, or backup ambulance resources;

      2. The scheduled hours or periods of availability for each resource;

      3. Whether each resource will use Agency-owned or Priority-owned ambulance apparatus or equipment; and

      4. Any other agency-specific deployment requirements agreed upon by the Parties.

C. Additional or Alternative Deployment: In addition to its baseline deployment commitment, Agency may provide additional or alternative Transport Services when requested or activated by CONFIRE and when Agency personnel and resources are available. Such deployment may include additional front-line coverage, surge coverage, system relief, mutual aid, emergency response, or temporary replacement of another ambulance resource.

D. CONFIRE Authorization: Agency shall not deploy or submit an invoice for any resource under this Agreement unless the resource is:

1. Included in the Agency Deployment Schedule or the then-current CONFIRE deployment plan; or

2. Expressly requested or authorized by CONFIRE through its designated representative or communications center.

E. Deployment Adjustments: The operational status, posting location, hours, apparatus assignment, or deployment role of an Agency resource may be adjusted from time to time through the CONFIRE deployment plan or by written operational direction from CONFIRE, provided the adjustment does not materially increase Agency's minimum baseline commitment, change the applicable compensation, or otherwise materially alter the Parties' contractual obligations.

1. Changes that materially increase Agency's minimum baseline commitment, modify compensation, or alter the allocation of responsibility between the Parties shall require a written amendment to this Agreement.

F. Performance Requirements: Agency shall provide all Transport Services in accordance with this Agreement, the County Contract, the then-current CONFIRE deployment plan, applicable ICEMA requirements, and all applicable laws, regulations, policies, protocols, and operational standards.

G. Agency Qualifications: Agency represents and warrants that it has and will maintain the personnel, infrastructure, training, licenses, certifications, resources, and operational capability necessary to provide the Transport Services assigned to it under this Agreement.

2. Article 3, PAYMENT shall be replaced with the following:

3. PAYMENT

CONFIRE shall compensate Agency for the Services provided as set forth below:

A. Unit Hour Cost for Services provided using Agency-owned ambulance apparatus and equipment will be reimbursed at a rate of One Hundred Eighty-One Dollars and Seventy-Three Cents ($181.73). The Unit Hour Cost is reflective of the cost of providing the Services.

B. For each completed transport performed using Agency-owned ambulance apparatus and equipment, CONFIRE will reimburse Agency Forty Dollars and Forty-Three Cents ($40.43) for medical restock and supplies.

C. Unit Hour Cost for Agency personnel using Priority-owned ambulance apparatus and/or equipment in a front-line or surge capacity will be reimbursed at a rate of One Hundred Sixty-Four Dollars and Six Cents ($164.06). Services performed using Priority-owned ambulance apparatus or equipment are not eligible for the per-transport reimbursement in subsection B because Priority is responsible for restocking the ambulance.

D. Payment shall be made to Agency on a quarterly basis based upon invoices prepared from CAD data, reflective of the in-service hours and completed transports for Agency.

E. CONFIRE shall evaluate the reimbursement rates annually on or before March 1 of each year. Any updated reimbursement rates shall be set upon approval of a resolution by the CONFIRE Administrative Committee and shall take effect on the date specified in the resolution without further amendment to this Agreement.

3. Article 4, TERM OF AGREEMENT shall be replaced with the following:

4. TERM OF AGREEMENT

A. Effective Date: This Agreement shall become effective on the date it is fully executed by representatives of both Parties ("Effective Date").

B. Term: This Agreement shall remain in full force and effect from the Effective Date for a term coterminous with the County Contract, unless terminated in accordance with this Agreement. If the County Contract is extended, the Parties may mutually agree in writing to extend this Agreement for the corresponding extension of Contract Number 23-1282.

C. Agency-Initiated Termination: Agency may request termination of this Agreement by written notice to CONFIRE. Upon receipt of written notice, the Parties shall then meet and confer in good faith to identify and attempt to resolve the issues giving rise to the request and, if the issues are not resolved, to address an orderly service transition. If the parties cannot resolve the issues giving rise to the request within thirty (30) days, the Parties shall mutually agree on the termination date; in no event shall the termination date be less than 180 days after Agency's initial notice. Nothing in this subsection limits CONFIRE's rights under Section 20.

4. Article 5, MODIFICATIONS TO AGREEMENT shall be replaced with the following:

A review of the Agreement terms may be initiated at any time by either Party upon written notice to the other. The Parties agree to negotiate in good faith and deal fairly with respect to performance under this Agreement and any proposed modifications. Except for reimbursement rate updates approved under Section 3(E), this Agreement may be modified only in writing and with the approval of both Agency and CONFIRE through each entity's governing body.

5. Add Attachment Add Attachment 2, Agreement for Transport Services Agency Deployment Schedule, to the Agreement.

6. NO OTHER CHANGES:

Except as expressly amended by this First Amendment, all other terms and provisions of the Agreement remain unchanged and in full force and effect.

The Parties have executed this First Amendment on the dates indicated below.

CONSOLIDATED FIRE AGENCIES - CONFIRE

Date: _____

By: _____

Print Name: Nathan Cooke

Its: Executive Director

CITY OF REDLANDS

Date: _____

By: _____

Print Name: Mario Saucedo

Its: Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

AGREEMENT FOR TRANSPORT SERVICES
AGENCY DEPLOYMENT SCHEDULE

This Attachment 2 identifies the Agency baseline authorized deployment of ambulance resources under the Agreement. The baseline deployment does not limit CONFIRE's authority to activate additional resources or make operational deployment adjustments as provided below and in the Agreement.

Deployment Category	Authorized Resources	Baseline Availability	Ambulance Apparatus and Equipment
Front-Line Deployment	None	Not Applicable	Not Applicable
Surge or Additional Deployment	One (1) fully equipped emergency ground ambulance.	Upon request or activation by CONFIRE and subject to the availability of AGENCY personnel and resources	AGENCY-owned or Priority-owned ambulance apparatus and equipment, as expressly authorized by CONFIRE
Reserve or Backup Deployment	One (1) fully equipped reserve emergency ground ambulance	Only upon request or activation by CONFIRE, including to replace, supplement, or support an ambulance resource previously activated by CONFIRE, and subject to the availability of Agency personnel and resources	AGENCY-owned or Priority-owned ambulance apparatus and equipment, as expressly authorized by CONFIRE

1. Authorized Deployment. AGENCY may deploy and receive compensation for a resource only when the resource is identified in this Attachment, included in the then-current CONFIRE deployment plan, or expressly requested or authorized by CONFIRE through its designated representative or communications center.
2. Deployment Adjustments. CONFIRE may adjust the posting location, schedule, hours, apparatus assignment, or operational role of an AGENCY resource through the then-current CONFIRE deployment plan or written operational direction. An adjustment that materially increases AGENCY's minimum baseline commitment, changes the applicable compensation, or materially alters the allocation of responsibility between the Parties requires a written amendment to the Agreement.
3. Additional Resources. Upon request or activation by CONFIRE and subject to the availability of personnel and resources, AGENCY may provide additional emergency ground ambulances for surge coverage, system relief, emergency response, mutual aid, disaster operations, special events, or other authorized operational needs.
4. Priority-Owned Equipment. AGENCY may use Priority-owned ambulance apparatus or equipment only when expressly authorized by CONFIRE and in accordance with the Agreement. Use of Priority-owned equipment does not modify AGENCY's baseline deployment commitment unless the Parties approve a written amendment.
5. Performance Requirements. AGENCY shall provide all Transport Services in accordance with the Agreement, Contract Number 23-1282, the then-current CONFIRE deployment plan, applicable ICEMA requirements, and all applicable laws, regulations, policies, protocols, and operational standards.

AGREEMENT
BY AND BETWEEN
CONSOLIDATED FIRE AGENCIES
AND
CITY OF REDLANDS

This Agreement is made and entered into by and between the Consolidated Fire Agencies, a Joint Powers Authority, duly authorized and existing under Government Code, § 6500 et seq. (hereinafter referred to as "CONFIRE") and the City of Redlands (hereinafter referred to as "CITY"). CONFIRE and City may be referred to individually as Party, or collectively Parties.

RECITALS

WHEREAS, CONFIRE submitted a Proposal in response to RFP # ICEMA23-ICEMA-4811, Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino ("Proposal"); and,

WHEREAS, CONFIRE's Proposal included a provision for certain Member and Contract Agencies to provide Advanced Life Support ("ALS") and Basic Life Support ("BLS") Ground Ambulance Services (collectively referred to as "Transport Services"; and,

WHEREAS, CONFIRE was selected as the successful bidder for RFP# ICEMA23-ICEMA-4811 and entered into Contract Number 23-1282 with San Bernardino County, a copy of which is attached hereto as **Attachment 1**, and incorporated herein by this reference; and,

WHEREAS, the City of Redlands Fire Department, a Member Agency of CONFIRE, committed to provide Surge Transport Services; and,

WHEREAS, the Redlands Fire Department's commitment to provide Transport Services was included in CONFIRE's Proposal; and,

WHEREAS, in the delivery of the requisite Transportation Services the Redlands Fire Department may operate and/or utilize apparatus that is owned by Priority, CONFIRE's partner for the delivery of services identified in Contract Number 23-1282 with San Bernardino County; and

WHEREAS, the Parties desire to enter into this Agreement to memorialize the City of Redlands Fire Department's responsibilities when using and/or operating Priority Ambulance apparatus or equipment; and

WHEREAS, while not a signatory to this Agreement, Priority is a third-party beneficiary; and

WHEREAS, it is the intent of the parties hereto that in accordance with Contract Number 23-1282, Redlands Fire will provide the services herein described, subject to the terms and conditions contained herein and within Contract Number 23-1282.

TERMS

NOW, THEREFORE, in consideration of the above recitals and the mutual covenants hereinafter contained and for good and valuable consideration, the receipt of which is hereby acknowledged, the Parties agree as follows:

1. Incorporation of Recitals. The recitals above are true and correct and are hereby incorporated into this Agreement by this reference.

2. SCOPE OF WORK:

   A. In the event that the Redlands Fire Department utilizes and/or operates Priority Ambulance

apparatus or equipment, the CITY agrees to the following terms and conditions:

i. Such Services shall be provided in accordance with the terms and conditions of Contract Number 12-1282.

ii. The CITY represents and warrants to CONFIRE that it has the necessary infrastructure, resources, personnel, training, and licenses to provide the Services under this Agreement in accordance with all terms of this Agreement.

3. PAYMENT:

CONFIRE shall compensate the CITY for the Services provided as set forth below:

A. Unit Hour Cost for Redlands Fire personnel using a Priority apparatus and/or equipment will be reimbursed at a rate of One Hundred Fifty-Two Dollars and Eighty Cents ($152.80).

B. Payment shall be made to the City of Redlands on a quarterly basis based upon invoices that are prepared from CAD data, reflective of the in-service hours for Redlands Fire.

C. CONFIRE will review the reimbursement rates annually on or before March 1 of each year.

4. TERM OF AGREEMENT:

A. Effective Date: This Agreement shall become effective on October 1, 2024, the date specified for services in Contract Number 23-1282.

B. Term: This Agreement shall remain in full force and effect from the Effective Date until September 30, 2029, unless terminated in accordance with the provisions herein. This Agreement may be extended by an additional five (5) year term upon the extension of Contract Number 23-1282.

5. MODIFICATIONS TO AGREEMENT: A review of the Agreement terms may be initiated at any time by either Party upon written notice to the other. The parties agree to negotiate in good faith and deal fairly with respect to performance under this Agreement and any proposed modifications. This Agreement may be modified only in writing and with the approval of both the CITY and CONFIRE through each entity's governing body.

6. EMPLOYEE STATUS/WORKERS' COMPENSATION: It is expressly understood that in the performance of the Services herein provided for, Redlands Fire shall be, and is, an independent contractor and is not an agent or employee of CONFIRE. The CITY has and shall retain the right to exercise full control and supervision of the Services and full control over the employment, direction, assignment, compensation, and discharge of all persons employed by Redlands Fire and assisting in the performance of Services hereunder. The CITY shall be solely responsible for all matters relating to the payment of its employees, including compliance with social security, workers' compensation, withholding, and all regulations governing such matters.

7. INDEMNIFICATION:

A. The CITY agrees to indemnify, defend (with counsel reasonably approved by CONFIRE) and hold harmless CONFIRE and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of this Agreement by the CITY, and/or its officers, employees, agents, contractors or volunteers, including the acts, errors, or omissions of the CITY and for any costs or expenses incurred by CONFIRE on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The CITY's indemnification obligation shall not apply to CONFIRE's negligence or "willful" misconduct within the meaning of Civil Code Section 2782.

B. The CITY agrees to indemnify, defend (with counsel reasonably approved by Priority) and hold harmless Priority and its authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the performance of the services set forth in this First Addendum by the CITY, and/or its officers, employees, agents, contractors or volunteers, including the acts, errors, or omissions of the CITY and for any costs or expenses incurred by Priority on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The CITY's indemnification obligation shall not apply to Priority's negligence or "willful" misconduct within the meaning of Civil Code Section 2782.

8. INSURANCE REQUIREMENTS FOR PROFESSIONAL SERVICES

The CITY is an authorized public entity for the purpose of General Liability, Automobile Liability, Worker's Compensation, Errors and Omissions, and Professional Liability policies. The CITY warrants that either through maintaining in force insurance policies, or through their respective programs of self-insurance, they have adequate coverage or resources to protect against liabilities and which may arise from or in connection with the performance of the work hereunder by the CITY, its agents, representatives, or employees as set forth below

A. Minimum Scope and Limit of Insurance

Coverage shall be at least as broad as:

1. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than $3,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.

2. Automobile Liability: Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if City has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than $3,000,000 per accident for bodily injury and property damage.

3. Workers' Compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than $1,000,000 per accident for bodily injury or disease.

4. Professional Liability (Errors and Omissions) Insurance appropriates to the City's profession, with limit no less than $3,000,000 per occurrence or claim, $3,000,000 aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, City must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work. A copy of the claims reporting requirements must be submitted to the CONFIRE for review.

If the CITY maintains broader coverage and/or higher limits than the minimums shown above, then CONFIRE requires and shall be entitled to the broader coverage and/or higher limits maintained by the CITY. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the CONFIRE.

B. Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

1. The CONFIRE, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CITY including materials, parts, or equipment furnished in connection with such work or operations.

2. General liability coverage can be provided in the form of an endorsement to the CITY's insurance at least as broad as one of the following ISO ongoing operations Forms: CG 20 10 or CG 20 26 or CG 20 33 (not allowed from subcontractors), or CG 20 38; **and** one of the following ISO completed operations Forms: CG 20 37, CG 20 39 (not allowed from subcontractors), or CG 20 40.

C. Primary Coverage

For any claims related to this contract, the City's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the CONFIRE, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CONFIRE, its officers, officials, employees, or volunteers shall be excess of the City's insurance and shall not contribute with it.

D. Notice of Cancellation

The City shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required polices are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, the Cit shall forthwith obtain and submit proof of substitute insurance.

E. Waiver of Subrogation

The City hereby grants to CONFIRE a waiver of any right to subrogation which any insurer of said City may acquire against the CONFIRE by virtue of the payment of any loss under such insurance. The City agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CONFIRE has received a waiver of subrogation endorsement from the insurer. However, the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the CONFIRE for all work performed by the Contractor, its employees, agents and subcontractors.

F. Self-Insured Retentions

Self-insured retentions must be declared to and approved by the CONFIRE. The CONFIRE may require the City to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or CONFIRE.

G. Acceptability of Insurers

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CONFIRE.

H. Verification of Coverage

The City shall furnish the CONFIRE with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to CONFIRE before work begins. However, failure to obtain the

required documents prior to the work beginning shall not waive the City's obligation to provide them. The CONFIRE reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

I. Subcontractors

The City shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that CONFIRE is an additional insured on insurance required from subcontractors.

J. Special Risks or Circumstances

CONFIRE reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

9. CITY OF REDLANDS RECORDS:

The Redlands Fire Department shall maintain all records and books pertaining to the delivery of Services under this Contract and demonstrate accountability for Agreement performance as set forth in Contract Number 23-1282.

All records shall be complete and current and comply with all Agreement requirements. Such records include but are not limited to patient care reports. Failure to maintain acceptable records shall be considered grounds for withholding of payments for invoices submitted and/or termination of the Agreement.

All records relating to Redlands Fire personnel, consultants, subcontractors, Services/Scope of Work, and expenses pertaining to this Agreement shall be kept in a generally acceptable accounting format. Records should include primary source documents. Fiscal records shall be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue, and expenditures. Fiscal records must comply with the appropriate Office of Management and Budget (OMB) Circulars, which state the administrative requirements, cost principles, and other standards for accountancy.

CONFIRE, State and Federal government shall have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and shall have absolute right to monitor the performance of Redlands Fire in the delivery of Services provided under this Contract. The City shall cooperate fully in any auditing or monitoring conducted. City shall cooperate with CONFIRE in implementing, monitoring, and evaluating this Contract and comply with any and all reporting requirements established by CONFIRE. City shall not disclose any protected health information or any other record or information protected by state and/or federal law to CONFIRE, State, and Federal government under this section of the Agreement.

All records pertaining to Services delivered and all fiscal, statistical, and management books and records shall be available for examination and audit by CONFIRE representatives for a period of three years after final payment under this Contract or until all pending CONFIRE, State, and Federal audits are completed, whichever is later.

10. WAIVER: No waiver of a breach of any provision of this Agreement will constitute a waiver of any other breach or of such provision. Failure of either Party to enforce at any time, or from time to time, any provision of this agreement will not be construed as a waiver thereof. The remedies herein reserved will be cumulative and additional to any other remedies in law or equity.

11. PARTIAL INVALIDITY: Should any part, term, portion, or provision of this Agreement be finally decided to be in conflict with any law of the United States or the State of California or otherwise be

unenforceable or ineffectual, the validity of the remaining parts, terms, portions, or provisions will be deemed severable and will not be affected thereby, provided such remaining portions or provisions can be construed in substance to constitute the agreement which the parties intended to enter into in the first instance.

12. NOTICES: All notices required or permitted to be given pursuant to this Agreement may be personally served on the other party by the party giving such notice or may be served by certified mail, return receipt requested, to the following addresses:

Redlands	**Consolidated Fire Agencies**
Fire Department	**Joint Powers Authority**
Attn: Rich Sessler	Attn: Nathan Cooke
35 Cajon St Suite 12	1743 Miro Way
Redlands, CA 92373	Rialto, CA 92376

13. APPLICABLE LAW: At all times during the term of this Agreement, CONFIRE and the City shall comply with all applicable laws, ordinances, rules, and regulations of the United States of America, the State of California, including all agencies and subdivisions thereof, and the Inland Counties Emergency Medical Agency.

14. VENUE: The venue of any action or claim brought by any party to the Agreement will be the Superior Court of San Bernardino County. Each party hereby waives any law or rule of the court that would allow them to request or demand a change of venue. If any action or claim concerning the Agreement is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to San Bernardino County.

15. ATTORNEYS' FEES AND COSTS: If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who the prevailing party is. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

16. CONTRACT ASSIGNABILITY: Without the prior written consent of CONFIRE, the City may not assign or subcontract its obligations under this Agreement either in whole or in part.

17. CONFIDENTIALITY:
Pursuant to the Health Insurance Portability and Accountability Act of 1996 ("HIPAA") and the Health Information Technology for Economic and Clinical Health ("HITECH") Act, regulations have been promulgated governing the privacy of individually identifiable health information. CITY acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. CITY agrees to comply fully with the terms of HIPAA and HITECH and the regulations promulgated thereunder and to ensure any subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. CITY further agrees to comply with the requirements of all other applicable federal and state laws/regulations that pertain to the protection of health information.

18. RELEASE OF INFORMATION: No news releases, advertisements, public announcements, or photographs arising out of the Agreement or CITY's relationship with CONFIRE may be made or used without prior written approval of CONFIRE.

19. TIME OF THE ESSENCE: Time is of the essence in the performance of this Agreement and of each of its provisions.

20. CORRECTION OF PERFORMANCE DEFICIENCIES:

A. Failure by CITY to comply with any of the provisions, covenants, requirements, or conditions of this Contract shall be a material breach of this Agreement.

B. In the event of a non-cured breach, CONFIRE may, at its sole discretion and in addition to any other remedies available at law, in equity, or otherwise specified in this Agreement:

A. Afford CITY thereafter a time period within which to cure the breach, which period shall be established at the sole discretion of CONFIRE; and/or

B. Terminate this Agreement immediately and be relieved of the payment of any consideration to CITY. In the event of such termination, CONFIRE may proceed with the work in any manner deemed proper by CONFIRE. The cost to CONFIRE shall be deducted from any sum due to CITY under this Agreement, and the balance, if any, shall be paid by CITY upon demand.

21. LEGALITY AND SEVERABILITY: The parties' actions under the Contract shall comply with all applicable laws, rules, regulations, court orders, and governmental agency orders. The provisions of this Contract are specifically made severable. If a provision of the Contract is terminated or held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall remain in full effect.

22. EMPLOYMENT DISCRIMINATION: During the term of the Contract, CITY shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. CITY shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act, and other applicable Federal, State, and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.

23. DEBARMENT AND SUSPENSION: CITY certifies that neither it nor its principals or employees are presently disbarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website: https://www.sam.gov). CITY further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing with the Secretary of State.

24. ENTIRE AGREEMENT: This Agreement, including all Exhibits and other attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations, or representations relating to the subject matter of this Agreement not expressly set forth herein are of no force or effect. This Agreement is executed without reliance upon any promise, warranty, or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this Agreement and signs the same of its own free will. This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each Party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

25. MISCELLANEOUS: CITY shall ensure all personnel providing Services under this Agreement have all required licenses and certifications required by the State of California and the Inland Counties Emergency Medical Agency, and as specifically set forth in Contract Number 23-1282.

26. DISPUTES: In the event of a dispute, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith.

IN WITNESS WHEREOF, CITY OF REDLANDS, and CONFIRE have caused this Agreement to be executed by their authorized agents.

CONSOLIDATED FIRE AGENCIES

Date: September 9, 2024

By: _____

Print Name: Nathan Cooke

Its: Interim Director

CITY OF REDLANDS

Date: September 17, 2024

By: _____

Print Name: Eddie Tejeda

Its: Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

Attachment 1
Agreement for Transport Services

ATTACHMENT 1

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number 23-1282

SAP Number

County Administrative Office

Department Contract Representative	Daniel Munoz
Telephone Number	(909) 388-5807
Contractor	Consolidated Fire Agencies (CONFIRE)
Contractor Representative	Nathan Cooke
Telephone Number	(909) 356-2377
Contract Term	October 1, 2024 through September 30, 2029
Original Contract Amount	Not applicable
Amendment Amount	
Total Contract Amount	Not applicable
Cost Center	

Briefly describe the general nature of the contract: *Contract to provide ground ambulance services, including Advanced Life Support, Basic Life Support, Critical Care Transport, and Interfacility Transport services to 11 designated Exclusive Operating Areas (EOAs). This includes EOAs: 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11, 12a, also known as the Comprehensive Service area.*

SAN BERNARDINO COUNTY

Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County

Consolidated Fire Agencies (CONFIRE)
and
San Bernardino County

December 2023

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Agreement with CONFIRE For Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County

This Agreement ("Agreement"), entered into this _____day of, 2023, by and between SAN BERNARDINO COUNTY, a political subdivision of the State of California, hereinafter called "County" and CONFIRE, hereinafter called "Contractor".

WITNESSETH:

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to contract for ground ambulance services, interfacility and critical care transport (Services) for designated Exclusive Operating Areas (Comprehensive Service Area) as described in Section 3.1 and as provided for in Section 1797.224 of the California Health and Safety Code; and

WHEREAS, the County has designated the Inland Counties Emergency Medical Agency (ICEMA) as its Local Emergency Medical Services Agency (LEMSA) and has determined that requests for emergency ambulance service shall be met through an integrated system of paramedic equipped and staffed ambulances and paramedic equipped and staffed first response vehicles; and

WHEREAS, Division 2.5 of the Health and Safety Code Sections 1797.224 and 1797.85 allows the LEMSA to create Exclusive Operating Areas (EOA) for emergency ambulance service and for advanced life support and contract with an ambulance provider through a competitive process for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, the County conducted a competitive process in accordance with State law and County policy to find a Contractor to provide these services, and

WHEREAS, CONFIRE submitted a proposal in response to a competitive process which included the services of a subcontractor ambulance provider and such subcontractor services are a necessary part of this agreement, and

WHEREAS, a County Proposal Review Committee comprised of experts in healthcare services recommends CONFIRE as a qualified proposer; and

WHEREAS, on June 5, 2023, County issued a Notice of Intent to Negotiate for the Comprehensive Service Area with Contractor based on the Contractor's submitted proposal and after review and analysis of an independent evaluation panel; and

WHEREAS, the County finds Contractor qualified to provide ground ambulance services, interfacility and critical care transport services; and

WHEREAS Title 22 of the California Code of Regulations, at Section 100168 of Division 9, Chapter 4, Article 7, requires a written agreement for services; and

WHEREAS, County and Contractor wish to enter into this performance-based Agreement for the Contractor's provision of services; and

WHEREAS, Contractor will be responsible for the performance of its obligations according to the provisions of this Agreement and a subcontractor will not relieve Contractor of its responsibilities and obligations, and

WHEREAS, Contractor's subcontract with its ambulance subcontractor shall be subject to all terms and provisions of this Agreement, and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the above Recitals are hereby incorporated herein, and County and Contractor mutually agree to the following terms and conditions:

SECTION I - ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 AGREEMENT ADMINISTRATION

The Inland Counties Emergency Medical Agency (ICEMA) shall represent the County in all matters pertaining to this Agreement and shall serve as the Agreement Administrator on behalf of the County. The Executive Officer, EMS ICEMA Administrator or designee may:

A. Audit and inspect the Contractor's operational, finance, patient care, and personnel records.

B. Monitor the Contractor's EMS service delivery and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and EMS Agency policies and procedures; and

C. Provide technical guidance and/or direction, as ICEMA deems appropriate; and

D. Contractor and any subcontractors do, by this Agreement, agree to perform their said work and functions at all times in strict accordance with currently approved methods and practices in their field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County concerned.

1.2 AGREEMENT TERM

Prior to or immediately following award and selection of Contractor's proposal by the San Bernardino County Board of Supervisors, Contractor shall have in place an executed subcontract for emergency ambulance services. This Agreement shall be effective upon the subcontract meeting the subcontracting requirements expressed in the County RFP, and approval and execution of this Agreement by Contractor and the County. This Agreement will be effective for five years.

A. Services shall commence on April 1, 2024, at 00:01 AM, Pacific Time and its initial term shall end at 23:59:59 hours, Pacific Standard Time on March 31, 2029, unless modified as set forth below.

B. In the event that the County is not able to approve this agreement by September 30, 2023, the commencement date for services shall be postponed for six months until October 1, 2024 and Contractor will cooperate in good faith with transitioning from the existing provider who will continue to provide services during the transition period. If the commencement date is postponed, the term shall end five years thereafter.

1.3 CREATION OF THE AGREEMENT

This Agreement and its Exhibits shall control the relationship between parties and act as the primary document and has been created from the Request for Proposal (RFP) #: ICEMA23-ICEMA-4811 dated December 20, 2022, and all addenda thereto and the Contractor's proposal in response to that RFP dated April 6, 2023, including supplemental submissions in response to questions by the County. In the event of an ambiguity or conflict between the terms of this Agreement, and the RFP, RFP addenda, or proposal, the terms of this Agreement shall control. In the event of inconsistent, ambiguous or unknown terms any such inconsistency, ambiguity or missing necessary terms shall be resolved in order of precedence, by referring to the terms, conditions, or statements first in this Agreement and Exhibits, second in the attached RFP (including the County standard terms in the RFP Contract Template) and its addenda, and third in the proposal.

1.4 CONDITIONS FOR EXTENSION OF THE AGREEMENT

ICEMA may recommend to the Board of Supervisors an extension of this Agreement for a second five-year term which shall end at 23:59:59 hours Pacific Standard Time on the date immediately preceding the fifth anniversary of the commencement date. County and Contractor agree that Contractor's performance in meeting and/or exceeding the terms and conditions of the Agreement shall be the primary determining factor considered for an Agreement extension. Any Agreement extension shall be mutually agreed to by the parties and set forth in a signed written agreement.

A. As outlined in Section 12.3 of this agreement, the County's Emergency Medical Care Committee (EMCC) shall annually submit to ICEMA Administrator its observations and recommendations following its review of the Contractor's annual performance in each of the following categories:

   (1) Overall compliance with the terms and conditions this Agreement.

   (2) Compliance with response time Standards.

   (3) Compliance to Clinical Performance Measures.

   (4) Effectiveness of quality management program in assuring the consistent delivery of high-quality clinical care.

   (5) Financial stability.

   (6) Cooperation of Contractor's personnel in collaborating with ICEMA and system stakeholders to deliver efficient, effective and compassionate prehospital care to the residents and visitors of the County.

   (7) Customer satisfaction.

   (8) Community engagement, including education and prevention activities.

B. ICEMA shall review the observations and recommendations of the EMCC and at the County's sole discretion, the ICEMA Administrator shall inform the Contractor in writing not later than one year prior to the expiration of this Agreement of the approval or denial of the 5-year term extension. Once an extension offer is provided to Contractor, Contractor has no more than 30 calendar days to reply in writing with the acceptance or denial of the contract extension offer.

1.5 INDEPENDENT CONTRACTOR

As expressed in Section 12.20, Contractor shall perform this Agreement as an independent Contractor. Contractor and the officers, agents, and employees of Contractor are not, and shall not be deemed, County employees for any purpose, including workers' compensation and employee benefits. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which duties imposed on Contractor by this Agreement shall be performed; provided, however, that County may monitor the work performed by Contractor.

1.6 ASSIGNMENTS OR SUBCONTRACTING

A. Contractor will be responsible for the performance of its obligations according to the provisions of this Agreement and a subcontract will not relieve Contractor of its responsibilities and obligations.

Contractor's subcontract with an ambulance subcontractor, is a necessary requirement of this agreement and shall be subject to all terms and provisions including the qualifications in this Agreement and any subsequent Agreements. Nothing contained in the Agreement or otherwise, creates any contractual relationship between County and an ambulance subcontractor. Contractor agrees to be fully responsible to County for acts and omissions of its ambulance subcontractor.

B. Contractor's Ambulance Subcontractor
   (1) The Parties acknowledge and agree that:
      i. Contractor has entered into a written subcontract with a private ambulance service to perform services under, and obligations required by, this Agreement, in such subcontract is a necessary requirement for the performance of this agreement.
      ii. Contractor's private ambulance service subcontractor is an independent contractor of the Contractor.
      iii. References to "Contractor" may refer to Contractor, its private ambulance service subcontractor, or both Contractor *and* its private ambulance service subcontractor, as applicable.
      iv. Nothing in this Agreement shall be construed to create a "joint employer" relationship between County, Contractor, or the private ambulance service subcontractor and their respective employees.
      v. Contractor must provide a copy of such subcontract and any such amendments to the County.
      vi. Contractor shall not terminate the agreement or services of subcontractor without the County's written consent, in the County's sole discretion.

C. Contractor may subcontract ancillary services, such as billing; professional, legal, and advisory services; and fleet maintenance.

1.7 SPECIFIC PERFORMANCE

It is agreed that Contractor, including the agents, employees, and authorized subcontractors of Contractor, shall be the sole providers of the services required by this Agreement. Because the services to be performed by Contractor and subcontractor under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, County, in addition to any other rights or remedies which County may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by Contractor.

SECTION II - NOTICES

2.1 AGREEMENT COMMUNICATION

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

D. Overnight Delivery: When delivered by overnight delivery (Federal Express /United Parcel Service/OHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

E. Electronic mail (email) transmission: When sent by email to the recipient known to the party giving notice, notice is effective on receipt, provided that: (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery; or (2) the receiving party provides an email response confirmation of receipt. Any notice given by email after 5:00 p.m. (recipient's time) or a non-business day, shall be deemed received on the next business day.

F. Facsimile (fax): When sent by fax to the recipient known to the party giving notice, notice is effective on receipt, provided that: (1) a duplicate copy of the notice is promptly sent by first-class, certified mail, or by overnight delivery; or (2) the receiving party emails a confirmation of receipt. Any notice given by fax after 5:00 p.m. (recipient's time) or on a non-business day, shall be deemed received on the next business day.

Addresses for purpose of giving notice are as follows:

To County:
Inland Counties Emergency Medical Agency
EMS Administrator
1425 South D Street
San Bernardino, CA 92415
Phone: (909) 388-5830
Fax: (909) 388-5850
Email: Daniel.munoz@cao.sbcounty.gov

To Contractor:
CONFIRE
1743 Miro Way
Rialto, CA 92376
Phone: (909) 356-2377
Fax: (909) 356-3809
Email: ncooke@confire.org

With any substantive changes to terms of the agreement a copy to:

Lindsay K. Moore
Attorney at Law
lmoore@kblegal.us
Kingsley Borad LLP
600 Coolidge Drive, Suite 160
Folsom, CA 95630
(916) 932-2500

E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

2.2 CHANGE OF CONTACT INFORMATION

Any party may change its address, fax number, or email address by giving the other party notice of the change in any manner permitted by this Agreement.

SECTION III - ROLES AND RESPONSIBILITIES

3.1 SERVICES TO BE PERFORMED BY CONTRACTOR

A. Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for a Comprehensive Service Area EOA in San Bernardino County

(1) As provided for in Section 1797.224 of the California Health and Safety Code and under the general direction of the Inland Counties Emergency Medical Agency (ICEMA), CONTRACTOR shall provide ground ambulance transportation services, interfacility transport services and critical care transport services for the following Exclusive Operating Areas (EOA) within San Bernardino County defined as the Comprehensive Service Area; EOA 1, EOA 2, EOA 3, EOA 4, EOA 5b, EOA 6, EOA 7, EOA 8, EOA 9, EOA 11 and EOA 12a.

(2) Contractor is hereby granted the right to be the exclusive provider of emergency and non-emergency ambulance requests originating in the Comprehensive Service Area including:

- All ALS and BLS 911 requests for ambulance service.
- Requests for emergency ambulance service made directly to CONTRACTOR without going through the authorized dispatch center including a seven-digit phone number.
- Ambulance transport to an emergency department from the scene of an emergency,
- Ambulance transports to an emergency department originating from a skilled nursing facility, physician's office, medical clinic, residential care facility, or other medical facilities.
- Potential non-transport response with treatment and referral.
- Potential transport to an alternative destination.
- All ALS, BLS, IFT and CCT requests directed to Contractor.
- Requests for mutual aid by the ICEMA designated EMD Center.
- Requests for ambulance stand-by services such as working fires, hazardous materials incidents, hostage/Special Weapons and Tactics (SWAT) events, including disaster drills or other requests by ICEMA.

(3) Contractor and/or subcontractor shall enter into a written agreement with the ICEMA designated EMD Center for EMD dispatching services. ICEMA shall have the right to review and approve the terms of the agreement to ensure consistency with the objectives of this Agreement.

(4) ICEMA has authorized CONFIRE as a designated EMD dispatch center. Contractor agrees to provide all required emergency, non-emergency, IFT and standby ambulance dispatch, Emergency Medical Dispatch (EMD), System Status management (SMS), including all necessary technology and radio needs to perform these functions for the duration of this Agreement in accordance with California Senate Bill 438 (2019, Government Codes 53110 and 53100.5) and Sections 1797.223 and

1798.8 to the Health and Safety Code and ICEMA Policy 4100.

(5) Contractor shall perform the following services to the satisfaction of ICEMA:

a. Contractor and/or subcontractor shall respond, upon notification from the ICEMA designated Emergency Medical Dispatch (EMD) Center, 24 hours a day, 365 days a year with an appropriately staffed and equipped ALS, BLS or IFT/CCT ambulance. The Contractor's response shall be in a manner consistent with the specific requirements of the request. Such requirements shall vary depending upon whether the request for ambulance service is in response to a 911 medical emergency, non-emergency, or the need to post an ambulance to provide optimum coverage to the Comprehensive Service Area or an adjacent area.

b. Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit must be at the appropriate staffing and equipment level as determined following ICEMA Medical Priority Dispatch System (MPDS) Policy 4100, as may be amended from time to time.

c. Clinical performance must be consistent with ICEMA's policies and approved medical standards. Medical care must meet the Clinical Performance Measures established jointly following contract award. Services and care delivered must be evaluated by the Contractor's internal quality improvement program as approved by ICEMA and incorporated into the County's EMS system quality improvement program to improve and maintain effective clinical performance. The Contractor must make a persistent effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

d. This Agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The holder of an exclusive contract that fails to perform to the standards required may be found to be in breach of their contract and promptly replaced to protect the public health and safety of San Bernardino County visitors and residents.

e. Contractor shall ensure that relevant and frequent educational courses are offered to assist field personnel in maintaining certification/licensure as required by this Agreement, and as defined in California Code of Regulations, Title 22, Division 9, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the quality improvement system.

f. Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with the ICEMA quality improvement system. This plan shall be submitted prior to the commencement of service and shall be submitted annually, no later than December 31 of each calendar year.

g. Contractor shall collaborate with system stakeholders in pilot or research programs as requested by the ICEMA Medical Director and authorized by the ICEMA Administrator. ICEMA must approve all pilot or research programs. Contractor agrees that its participation in pilot or research programs shall entail no cost to the County. Contractor further agrees that services provided under pilot or research

programs shall be in addition to the services described herein. If a pilot or research program would have a financial impact on Contractor, ICEMA agrees to meet and confer with Contractor over that impact including implementation and ongoing cost mitigation.

3.2 MEDICAL CONTROL

A. Medical Control Authority

Contractor acknowledges that ICEMA's Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of Ambulance and prehospital EMS care are maintained within the county and that the Medical Director has the authority for establishing the required drug inventories and Medical Protocols and that Contractor, its employees, and all personnel providing services under sub-contract(s) or agreements are subject to said plan, policies, standards and protocols.

B. Adherence to Medical Control Standards

ICEMA has an established system of medical control through the ICEMA Medical Director of the EMS System. Contractor shall adhere to the standards of medical control established by ICEMA.

C. Compliance with Laws and Policies

Contractor shall comply with ICEMA's EMS Policies and Protocol Manual and other directives, e.g., special memos, which may be issued under ICEMA Medical Director's authority.

3.3 LEVEL MANDATE

Contractor is mandated to and shall respond to all requests for services using an Advanced Life Support (ALS) Ambulance, except where Basic Life Support (BLS) ambulances may be used as set forth in the Agreement and in accordance with EMD requirements once authorized by ICEMA.

A. ALS Ambulances must be staffed with at least one (1) ICEMA accredited paramedic and the second crew member may be another accredited paramedic or a California state certified EMT.

B. BLS ambulances must be staffed with two (2) California state certified EMTs. All responses by a BLS ambulance will conform to ICEMA Policy 4100.

C. Notwithstanding any other provision of this Agreement, because this Agreement requires the Contractor to respond at the ALS or BLS level to all emergency calls, Contractor shall bill rates in accordance with applicable laws and this Agreement.

3.4 STAND-BY SERVICES

A. Contractor shall provide, at no charge to County or the requesting agency, ambulance and/or Field Supervisor stand-by services at the scene of an emergency incident within the Comprehensive Service Area where there may be an imminent life threat when directed by the ICEMA designated EMD Center or upon request of a public safety agency Incident Commander.

B. A unit placed on stand-by shall be dedicated to that incident unless released by the Incident Commander or the ICEMA designated EMD Center.

C. Contractor shall notify the ICEMA Duty Officer of stand-by periods exceeding two (2) hours.

D. Contractor may enter into a separate contract with a sponsor for the provision of an ambulance standby at a special event. If the Contractor enters into a contract for standby special event, they must not utilize a 911 system ambulance.

3.5 MUTUAL AID

A. Contractor must respond to requests for mutual aid made at the Regional, State, or Federal levels as part of the Regional, State and/or Federal response system, if directed to do so by the ICEMA Administrator, the ICEMA EMS Duty Officer, or the San Bernardino County Medical Health Operational Area Coordinator (MHOAC) unless the request would fundamentally cause immediate failure of service to the Comprehensive Service Area EOA. Any mutual aid refusal must be in consultation with the ICEMA Administrator or their designee.

B. Contractor shall respond to in-county or neighboring jurisdiction mutual aid which may be requested through the ICEMA designated EMD Center or the ICEMA Administrator or their designee, unless the Field Supervisor or the ICEMA designated EMD Center can verify that a given request would cause immediate failure of service to the Comprehensive Service Area. Any mutual aid refusal must be in consultation with the ICEMA Administrator or designee:

(1) The number and nature of mutual aid responses to any neighboring jurisdiction; and,

(2) The number and nature of mutual aid responses made by other agencies to calls originating within the Contractor's Comprehensive Service Area EOA.

(3) Contractor shall not be held accountable for Emergency response time compliance for any mutual aid assignment originating outside the Comprehensive Service Area and these calls will not be counted in the total number of calls used to determine response time compliance.

3.6 DISASTER PREPAREDNESS AND RESPONSE

A. Multi-Hazard Disaster and Multi-Casualty Plans

(1) The Contractor shall have a robust internal multi-hazard disaster plan which includes, but is not limited to, triggers for activation, notifications, communications, staffing, vehicles, equipment, and EMS surge supplies needed for at least five (5) days.

(2) The Contractor shall participate with ICEMA in disaster planning activities and participate in the Healthcare Preparedness Planning Partnership and other disaster committees as requested by ICEMA. This includes assigning a disaster coordinator who shall have responsibility for multi/mass-casualty and disaster planning and providing field personnel and transport resources for participation in any ICEMA approved disaster drill in which the disaster plan/multi-casualty incident plan is exercised.

(3) Contractor agrees to coordinate with public health, the Office of Emergency Services, ICEMA and first responders to plan and exercise for mass testing, vaccination, public responses, prophylaxis and PPE distribution.

(4) Contractor shall ensure all EMS personnel, supervisory personnel, and management personnel are trained in Incident Command System (ICS), Standardized Emergency

Management System (SEMS), and National Incident Management System (NIMS). Current training standards include:

a. Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS-800, and SEMS,

b. Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS,

c. Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, and SEMS.

(5) The Contractor will ensure EMS personnel responding to a Mass Casualty Incident (MCI), disaster, or other large-scale emergencies are fully trained in the EMS system.

(6) Contractor shall designate management personnel who have primary responsibility and accountability for preparedness and disaster operations and access to local resources.

(7) The Contractor will participate in the Ambulance Strike Team (AST) program and must ensure that AST responders and AST unit leaders have been appropriately trained and approved by ICEMA.

(8) The Contractor shall have field and supervisory personnel familiar with and trained in, the California Tactical Casualty Care Training Guidelines to respond as a medical support service provider to law enforcement incidents and provide field tactical medical care to casualties, as necessary.

B. Disaster Reimbursement

ICEMA will make reasonable efforts to support the Contractor in obtaining reimbursement for disaster response efforts both within and outside of the County when such funds are available. The Contractor will ensure all documentation meets the Federal Emergency Management Agency (FEMA) eligibility and/or other federal funding standards, policies, and guidelines.

C. Emergency Operations Plan

Contractor shall be prepared to fulfill its role in the County's Emergency Operations Plan and MCI plans and provide a written local multi-hazard disaster plan to the ICEMA Administrator before the later of (1) April 1, 2024 or (2) the commencement of the contract term, if it is a date other than April 1, 2024. The plan should include triggers for activation, notifications, communications, staffing, vehicles, equipment, hospital and healthcare facility evacuations. The plan also shall identify EMS surge supplies needed for a minimum of 72 hours.

D. Continuity of Operations

Contractor shall submit a Continuity of Operations Plan (COOP) to the ICEMA Administrator for approval, by the later of (1) April 1, 2024 or (2) the commencement of the contract term, if it is a date other than April 1, 2024. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.

E. Incident Notification

Contractor shall have a mechanism in place to communicate current field information to appropriate ICEMA staff during multi-casualty, disaster response, hazardous materials incidents, and other unusual occurrences as specified and approved by the ICEMA Administrator.

F. Emergency Recall of Workforce

Contractor shall have the ability to efficiently and effectively recall personnel to increase ambulance deployment to meet demand for service within the Comprehensive Service Area.

G. Personal Protective Equipment

Contractor shall provide Personal Protective Equipment (PPE) for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum PPE for Ambulance Personnel in California, as well as all other applicable State and Federal requirements.

H. Disaster Response Vehicle

(1) Contractor shall contract with the California Emergency Medical Services Authority (EMSA), to house, maintain, manage, and staff the EMSA state-issued Disaster Medical Support Unit (DMSU). This includes deploying the DMSU when requested by the ICEMA Administrator, or the Medical Health Operational Area Coordinator (MHOAC), via the MHOAC/Regional Disaster Medical Health Specialist (RDMHS) mutual assistance system. This vehicle shall not be used in routine, day-to-day operations, and shall be fully stocked at all times and kept in good working order.

a. The DMSU shall be available for emergency response to a disaster site or designated location. This vehicle may be used to carry EMS personnel and equipment to a disaster site.

b. Contractor shall be required to participate in any ICEMA approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

3.7 AIR AMBULANCE SERVICE

County does not expect Contractor to provide air ambulance services and reserves the right to enter into separate transport agreements with air ambulance providers.

3.8 RESPONSE AND TRANSPORT EXCEPTIONS AND LIMITATIONS

A. Response

(1) As outlined in this Agreement, Contractor has an obligation to respond to all emergency medical requests in the Comprehensive Service Area and provide at scene care and ambulance transport in accordance with ICEMA policy except for Mutual Aid requests.

(2) Pursuant to the California Health and Safety Code, including Sections 1798.6 (a) and 1797.220, ICEMA delegates to Contractor's first arriving ALS response unit the authority and responsibility to function as the authority for patient health care management at the scene of the emergency, unless an ALS fire agency provider with jurisdiction for that area is on scene.

(3) Contractor is authorized to use the following alternative modes to provide improved ALS access at the scene of an emergency in accordance with ICEMA approval: "Rapid Resource Vehicles" (RRV), bicycle paramedic, water rescue boat, and off-road vehicles to support improved ALS access in remote areas, special events, and challenging response areas.

B. Transport

(1) Contractor shall be required to transport patients from all areas of the Comprehensive Service Area EOA, in accordance with ICEMA Policies and Procedures.

(2) Contractor personnel are prohibited from influencing a patient's destination selection other than as outlined in ICEMA Policies and procedures.

SECTION IV - DEPLOYMENT

4.1 AMBULANCE DEPLOYMENT REQUIREMENTS

A. Requirements

(1) Contractor's response time obligations are performance-based. Contractor has identified an initial minimum of 10,371 weekly Unit Hours, which averages 1,482 unit hours per day, and a deployment of 93 peak ambulances including ALS, BLS, IFT and CCT and a low of 30 ambulances for all 911 emergency, interfacility and CCT responses. Contractor shall commit and be responsible for deploying the initial minimum and increase if necessary to achieve the response time requirements for ambulance service requests within the Comprehensive Service Area. Contractor shall deploy ambulance resources in a manner consistent with the requirement of the Agreement.

(2) The initial deployment plan Unit Hours shall not be decreased for the first twelve months of operations.

(3) Ambulance System Status Plans (SSP) must be reviewed by ICEMA annually. The plan will describe:

a. Proposed locations of ambulances and numbers of vehicles to be deployed including Unit Hours deployed during each hour of the day and day of the week including seasonal variations.

b. Mechanisms to meet the demand for ambulance response during peak periods or unexpected periods of unusually high call volume and other surge events, including disasters, large fires, a pandemic or high flu season.

c. Use of On-Call crews.

d. Include a process that identifies how additional ambulance unit hours will be added by the Contractor if the on-time response time performance standards are not met.

e. Include a map identifying post locations within the Eastern, Western and High Desert 911 Divisions and a map for the Interfacility Operations.

f. Include a response and surge coverage plan that includes provisions for equal protection for all EOAs within the Comprehensive Service Area.

SECTION V - OPERATIONS

5.1 EMERGENCY RESPONSE ZONES AND RESPONSE TIME MANAGEMENT

The goal of the Inland Counties Emergency Medical Agency (ICEMA) is to ensure a high-performing Emergency Medical Services (EMS) system. The Contractor must commit to employ whatever effort is necessary to achieve the response time requirements for ambulance service requests within the Comprehensive Service Area. It is the Contractor's sole responsibility to be familiar with the geographic and weather considerations and throughout the Comprehensive Service Area identified in this Agreement.

Contractor will be held accountable from the time Contractor's dispatch center receives all necessary information in order to respond, e.g. address and patient condition, until the time the dispatch center is notified by radio or other reliable method that the emergency ground ambulance arrives (wheels stopped) at the address site or at a designated or assigned staging area.

Ambulance response time standards are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient's situation. There are eleven (11) Exclusive Operating Areas (EOAs) in the Comprehensive Service Area, and response times are based on response priority, population density and historical call volume. The Contractor will be required to meet all response times at the 90th percentile in each of the eleven (11) EOAs. Each incident's expected response time will be based on call priority (Code 2 or 3) and response area (urban, suburban, rural, wilderness). ICEMA will require the Contractor to implement a performance improvement plan that includes a root cause analysis for any EOA or response area falling below 90%. All attempts to comply with response time requirements, including system status plan adjustments or increased ambulance unit hours, must be part of a corrective action plan.

Response time compliance will be measured monthly.

A. 911 Response Time Standards

(1) Response times are based on call prioritization as determined by the ICEMA Medical Director and population density as defined by ICEMA.

Code 3 Responses - Immediate dispatch of an Advanced Life Support (ALS) ambulance with lights and siren.

Code 2 Responses - Immediate dispatch of an Advanced Life Support (ALS) or Basic Life Support (BLS) ambulance, with no lights and siren.

a. The Contractor must meet response times for all 911 ambulance requests at the 90th percentile in each of the eleven (11) EOAs, for response time expectations based on call priority and response area (Urban, Suburban, Rural and Wilderness) as illustrated in the chart below.

Response Priority	Urban	Suburban	Rural	Wilderness
Code 3 ALS	9:59	14:59	29:59	59:59
Code 2 ALS/BLS	15:59	22:59	44:59	99:59

(2) Extended Response Time: A response time more than ten (10) minutes over the applicable response time described above shall be considered an Extended Response. ICEMA will require the Contractor to audit all Extended Responses to identify the root cause and review the patient's ePCR to determine if any negative outcome may be attributed to the Extended Response. Extended Responses shall be reported to ICEMA along with any planned corrective action.

5.2 INTERFACILITY TRANSPORT (IFT) AND CRITICAL CARE TRANSPORT (CCT) Response Time Standards

A. IFT and CCT are measured separately at the 90th percentile standard. Emergency ALS IFT are counted as a 911 ALS call within in the ordinating EOA. IFT and CCT will be counted in their own category for compliance regardless of EOA.

Response Term	Compliance Standard
Emergency ALS IFT	09:59 minutes
Non- Emergency Pre-Scheduled IFT > 2 hours	+/- 15 minutes of scheduled time
CCT	59:59 minutes

B. Response Time Management

(1) The FirstWatch On-line Compliance Utility (OCU) is the program ICEMA currently utilizes to monitor its EOA providers. OCU will calculate all Contractor response times. Response times will be measured in minutes and integer (whole) seconds, and compliance will be calculated on a fractile basis.

(2) ICEMA will calculate response time compliance for each EOA and each response area (urban, suburban, rural and wilderness) and each response level (Code 3 and Code 2). ICEMA will publish a compliance report within ten (10) business days following the first of each month.

(3) Each incident is a separate response.

(4) The Response Time of the Contractor's first arriving ambulance will be used to compute the Contractor's response time for that incident. This includes an ambulance response from an entity requested to provide Mutual Aid for the Contractor.

(5) Compliance will not be calculated until an EOA achieves at least 100 calls at the end of the month. If there are less than 100 calls in an EOA, calls are added to the next month or months until the 100 calls have been reached or exceeded.

(6) Emergency ALS IFTs shall be treated as a 911 ALS emergency call. This emergency IFT is for patients requiring rapid transport to a higher lever specialty care center (Trauma Center, Stroke and ST-Elevation Myocardial Infarction [STEMI] hospital). Emergency ALS IFTs are calculated as part of the total 911 response time compliance category.

(7) Non-emergency IFT is for non-emergency patients transported between facilities. Non-emergency IFTs have a response time of no greater than fifteen (15) minutes after the scheduled time for transport if the transport is scheduled at least two hours

prior. IFT responses will be totaled monthly and calculated to the 90% standard.

(8) CCT is for patients requiring a higher level of care between licensed healthcare facilities. This transport category shall have a response time of fifty-nine minutes and fifty-nine seconds (59:59) from the request time. If a CCT is pre-scheduled as a non-emergency transport, the non-emergency IFT response time requirement will be applied. CCT responses will be totaled monthly and calculated to the 90% standard.

5.3 CALCULATION OF RESPONSE TIME

A. Response time shall begin at the time the following information, at a minimum, is transmitted to the dispatcher:

(1) When the call-taker has entered the call for service (after verifying the address and entering a call determinant).

(2) If no ambulance is available when the dispatcher is ready to dispatch an ambulance, the ambulance response time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available.

B. Response time shall stop when:

(1) The assigned ambulance notifies dispatch that it is "on-scene," which is defined as fully stopped (wheels not in motion) at the location where it shall be parked during the incident. Or

(2) In the instance of a response to an apartment complex or mobile home park when the unit enters the complex. Or

(3) In the event, "staging" is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area. Or

(4) The time that dispatch notifies the assigned ambulance to cancel its response. In incidents when the assigned ambulance crew fails to report their arrival on-scene, the time of the subsequent radio communication from the crew or other personnel that indicate that the ambulance arrived on-scene shall be used as the on-scene time. The Contractor may also validate on-scene time by the Mobile Data timestamp as documented in Computer Aided Dispatch (CAD) or Automatic Vehicle Location (AVL) playback.

5.4 CALCULATION OF RESPONSE TIME – CHANGES IN CALL PRIORITY

A. Response time calculations to determine compliance with Contract standards and penalties for non- compliance shall be as follows:

(1) Downgrades – If a call is downgraded to a lower priority before the ambulance arrives at the scene, the Contractor's compliance will be calculated based on whether the higher priority response time standard was exceeded at the time of the downgrade.

(2) Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident before the ambulance arrives at the scene, the Contractor shall be deemed compliant, provided the upgrade, or change in priority does not occur after the passage of the lower priority response time threshold.

(3) Reassignment Enroute – If an ambulance is reassigned enroute or turned around before arriving at the scene (e.g., to respond to a higher priority request), compliance and penalties will be calculated based on the response time standard applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an ambulance at the scene from which the ambulance was diverted.

(4) Canceled Calls – If an assignment is canceled before the ambulance arrives at the scene, compliance will be calculated based on the elapsed time from dispatch to when the call was canceled.

5.5 RESPONSE TIME CORRECTION EXCEPTION

A. When the assigned ambulance crew fails to report their arrival at the scene, the time of the subsequent radio communication from the crew or other personnel on-scene indicates to dispatch the ambulance has arrived on-scene shall be used as the arrival time. Alternatively, at scene time may be validated by the CAD timestamp or Global Positioning System (GPS) based on the AVL playback.

B. In some cases, specific responses will be excepted by ICEMA and deemed as compliant responses for response time compliance. These exceptions will be for good cause only, as reasonably determined by ICEMA. The burden of proof that there is good cause for the Exception shall rest with the Contractor.

C. The Contractor shall file a request for each desired response time correction or Exception via OCU following ICEMA policy. Such requests list the date, time, and specific circumstances causing the delayed response. ICEMA will respond to time correction requests utilizing OCU. Examples of Exceptions include but are not limited to:

(1) Automatic Appeals (to be granted by ICEMA):
   a. The call was downgraded at the scene by responders or by the dispatcher following protocol and is response time compliant.
   b. The call was upgraded and is response time compliant.
   c. Response canceled before the unit arrived at the scene; Contractor must provide evidence that the call was canceled within the required response time.

(2) Case-by-Case Appeals (to be considered by ICEMA):
   a. Off-road or off-paved road locations. The on-time performance will be measured from the time of dispatch to when the ambulance arrived at the unpaved road.

5.6 RESPONSE TIME EXEMPTION

A. The Contractor shall maintain the ambulance unit hours as identified in their submitted and approved system status plan. The plan may include deploying additional unit hours for holidays, special events, and weather- related emergencies.

B. Exemptions will only be considered when the Contractor deploys the minimum number of ambulance unit hours specified in the submitted system status plan for the EOA and Response

Zone in which the exemption is requested.

C. In the monthly calculation of response time compliance, every request for ambulance service within the Comprehensive Service Area shall be included except in some cases, late and specified other responses will be excluded from response time compliance calculations. These Exemptions will be for good cause only, as reasonably determined by ICEMA in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with the Contractor.

D. The Contractor may request that a response be excluded from the calculation of response time if that call meets the criteria defined below. The Contractor shall file a request for each desired response time exemption utilizing the OCU program. ICEMA shall grant or deny exemptions to performance standards and advise the Contractor. ICEMA will respond to Exemption requests using OCU.

E. Examples of Exemptions include, but are not limited to:

(1) Automatic Appeals (to be granted by ICEMA):

a. Additional ambulances responding to the same incident; the first unit must meet response time standard.
b. The responding ambulance is involved in a traffic collision, and the Contractor is determined to be not at fault by law enforcement.

(2) Case-by-Case Appeals (to be considered by ICEMA):

a. Extreme weather conditions that impair visibility or create other unsafe driving conditions.
b. Incorrect address provided by the requesting party.
c. An unavoidable delay caused by road construction.
d. Restricted roadway access
e. Ambulance Patient Offload Delay (APOD) delays greater than sixty (60) minutes in transferring care to a hospital emergency department and ≥ 5% deployed ambulances on APOD impacting System Status Plan for the usual and customary transport destination by the unit requesting exemption. It will be the Contractor's responsibility to adequately document the facts surrounding the occurrence to include at minimum the facility, date, and all clock times (dispatch of the call through time unit available).
f. Activation of Multi-Casualty Incident (MCI) Management Plan and ≥ 5% of the current deployment is requested to the incident.
g. All other exemption requests shall be for good cause only, as determined by ICEMA. Exemptions shall be considered on a case-by-case basis. The burden of proof that there is a good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing excessive response times.

F. Notwithstanding the requirements of this section applicable to Contractor, Contractor shall also comply with ICEMA policies and procedures. An ICEMA policy or procedure, broader in scope than these provisions shall not relieve Contractor of its contractual obligations stated herein. Furthermore, Contractor remains obligated to comply with ICEMA policies and procedures more stringent than stated herein as may now exist or as may be amended from time to time. However, Contractor shall not be in breach of this Agreement if ICEMA, through changes to

policy or procedure, imposes more stringent response time requirements on Contractor than those provided herein.

5.7 RESPONSE TIME REPORTING REQUIREMENTS

A. Response time performance reporting requirements and documentation of incident time shall include, but is not limited to:
   (1) Time call received by Contractor
   (2) Time location verified
   (3) Time ambulance crew assigned
   (4) Time enroute to the scene
   (5) X/Y geographic coordinate of the unit at the start of its response
   (6) Arrival on-scene time
   (7) Arrival at patient's side
   (8) Total at scene time
   (9) Time enroute to transport destination
   (10) Total time to transport to the destination
   (11) Arrival time at the destination
   (12) Time of patient transfer to receiving hospital personnel (transfer of care)
   (13) Time available (Time unit is back in services and available for response)

B. These reporting requirements may change. ICEMA agrees to meet and confer with the Contractor over such changes. If reporting requirements are modified and the Contractor demonstrates an associated financial impact, ICEMA agrees to meet and confer with the Contractor over that impact and cost or revenue mitigation.

C. The Contractor must synchronize all its clocks with Coordinated Universal Time (UTC).

5.8 LIQUIDATED DAMAGES

ICEMA may assess Liquidated Damages on all transport types (ALS, BLS, IFT, and CCT), if a response time percentage falls below the 90% performance requirement in any EOA or response area. In addition, the Contractor will be required to conduct a comprehensive performance improvement process any time performance is below 90%. The Contractor will be required to submit the performance improvement report to ICEMA within fifteen (15) days following the identification of underperformance. ICEMA will review and provide further recommendations as necessary. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

A. If the Contractor falls below the 90th percentile in any EOA or response area, a Liquidated Damage assessment of $10,000 per EOA/Response area per month will be applied. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

B. If the Contractor fails to meet minimum response times in an EOA or response area for a second consecutive month without adding the additional unit hours approved, a $50,000 Liquidated Damage assessment will be applied. The Contractor will be required to add additional ambulance unit hours until compliance is achieved.

C. If the Contractor is out of compliance in multiple EOAs or response area more than three times in a year, a $75,000 Liquidated Damage assessment will be applied, in addition to Liquidated Damages noted in item A above. The Contractor will be required to add additional ambulance unit hours as a cure.

D. If the Contractor is not successful in curing underperformance following these measures, the Contractor may be considered in Breach of Contract.

E. The Contractor may be assessed Liquidated Damages if there is a single Extended Response for a Code 2 or Code 3 priority level call, greater than ten minutes (10:00) beyond the maximum response time requirement. The chart below illustrates Liquidated Damages that ICEMA may assess.

Extended Response Times					
Priority Level	**Urban**	**Suburban**	**Rural**	**Wilderness**	**Liquidated Damages**
Code 3	>19:59	> 24:59	> 39:59	>69:59	$500
Code 2	> 25:59	> 32:59	> 54:59	>109:59	$500

F. Example of Extended Response: An Urban response requirement of 9:59 has an at-scene time greater than 19:59 (minutes and seconds). The provider will be assessed and pay liquidated damages of $500.00 for being over ten (10) minutes late on that one (1) response. ICEMA will require the Contractor to audit all Extended Responses for root cause and conduct a quality improvement review to determine if any negative outcome may be attributed to the extended response. Audit requirements include, but are not limited to:

(1) Conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.

(2) Conduct 100% review (Clinical and Operations) on Extended Response calls.

5.9 ADDITIONAL LIQUIDATED DAMAGES

Additional Penalty Assessment (per incident)	
A preventable mechanical failure with a patient on board an ambulance (If the vehicle is out of compliance with ICEMA-approved maintenance schedule, exceeds mileage or age limits, or empty fuel tank, etc.)	$500
Failure of the crew to report response times on-scene and the on-scene time is not verifiable by other pre-agreed reliable means such as GPS.	$250

5.10 PAYMENT AND USE OF LIQUIDATED DAMAGE FUNDS

A. Liquidated Damages will be determined by ICEMA based on this section and inform the Contractor of the monthly incidents and penalties. The Contractor shall pay ICEMA all Liquidated Damages within thirty (30) days of receipt of the notification. A 5% late payment charge will be assessed monthly on any payment made after the due date. The Contractor will

pay all penalty assessments to ICEMA.

B. To the extent that the Contractor disagrees with the Liquidated Damages determination made by ICEMA, the Contractor shall provide written notice to ICEMA setting forth the grounds regarding their disagreement within ten (10) business days. Upon receipt of written notice from Contractor, ICEMA shall schedule a time to meet and confer with Contractor regarding Contractor's disagreement. The ICEMA Administrator will make the final decision regarding the grounds for disagreement.

C. Liquidated Damages collected will be utilized for EMS system enhancements and community outreach.

5.11 PHASE-IN PERIOD

For the first three (3) months of the contract, response time requirements shall be calculated; however, Liquidated Damages will not be assessed. The initial deployment plan Unit Hours shall not be decreased for the first twelve months of operations.

5.12 VEHICLES

A. Contractor shall provide and maintain its vehicles, bio-medical equipment, and ambulance equipment to or exceeding the manufacturer's recommendations and standards which shall be updated annually at a minimum. All costs of compliance testing, maintenance, and repairs, including parts, supplies, and inventories of supplies, labor, sub-contracted services, and costs of extended warranties, shall be at the Contractor's expense.

B. Contractor shall continuously provide a sufficient number of ambulances to meet at least 133% of peak system demand.

C. Each of Contractor's vehicles providing services under this Agreement shall be equipped with fully functional driver safety equipment and monitoring technology.

D. ICEMA shall have the right and be granted access to inspect Contractor's vehicles and local facilities at any time without prior notice.

5.13 VEHICLE SPECIFICATIONS

A. Ambulances:

(1) Must be standard Type I, Type II or Type III ambulances.

(2) Must be identically configured for each Type (I, II, or III) ambulances.

(3) At the beginning of this Agreement and throughout the term of this Agreement, Contractor shall maintain at a minimum, four (4) All-Wheel Drive (AWD) Type II or III ambulances for hard-to-reach geography and inclement weather areas.

(4) Contractor shall provide heavy-duty ambulances to accommodate patients with capacity of up to 1,000lbs to services as bariatric ambulances.

(5) All ambulances shall utilize hydraulic gurneys to reduce incidences of spinal load injuries and increase the margin of safety for patients and Emergency Medical Technician

(EMT)/paramedics.

(6) All ambulances shall utilize Automatic Vehicle Locators (AVL), Mobile Data Computers (MDC), and Global Positioning System (GPS) mapping technology.

(7) The Contractor is responsible for all costs associated with the purchase and monthly operations of the AVL system.

(8) Contractor vehicles must meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail.

(9) Every ambulance will be fully stocked at all times and meet or exceed the equipment standards set by ICEMA.

(10) Ambulances shall be limited to a maximum mileage of 300,000 miles, provided, however, if during the term of the Agreement, Contractor (including its subcontractor) encounters difficulty complying with this mileage requirement due to manufacturer delays, shortages, supply chain problems, or other factors beyond Contractor's (or its subcontractor's) reasonable ability to control, ICEMA may approve appropriate variances from this requirement.

(11) Any ambulance not new at the start of this agreement must include a list of brand name, model, age, vehicle identification number, and maintenance records. No more than 25% of the ambulance fleet shall have over 100,000 miles at the start of the contract.

(12) Each ambulance shall be equipped with an idle mitigation system to ensure the vehicles are not unnecessarily idling while stopped. To further reduce idle time, Contractor shall install solar charges to extend battery life on all remounted and new units across the Comprehensive Service Area.

(13) As technology improves Contractor shall work with ICEMA to test and provide if appropriate alternative fuel vehicle solutions, including Battery Electric Vehicles (BEV).

B. Supervisor Support Vehicles:
Supervisor response vehicles are an essential component of providing responsive and quality services in the Comprehensive Service Area. Supervisor and support vehicles are to be fully outfitted to provide field support, rapid response, incident command and reinforce remote operations.

At the beginning of this Agreement Contractor shall provide Filed Supervisors with ALS-equipped, AWD or four-wheel drive vehicles with covered cargo beds in all response areas with medical supplies and equipment per the ICEMA Standard Drug and Equipment List Policy.

(1) All supervisor vehicles shall utilize Automatic Vehicle Locators (AVL), Mobile Data Computers (MDC), and Global Positioning System (GPS) mapping technology.

(2) Vehicles must not exceed 250,000 miles.

(3) Meet the Department of Transportation and National Fire Protection Association standards for Code 3 response.

(4) To the extent possible, Supervisor Vehicles shall be identically configured and staffed

with locally accredited paramedics and carry all ICEMA approved ALS equipment and ALS medications.

C. Vehicle Identification:

(1) Vehicle markings shall be consistent with California Civil Code sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.

(2) Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Agency (NFPA) Standard 1900 (2024) for vehicles contracted for on or after January 1, 2024.

(3) Ambulances and Supervisor vehicles used in providing services shall bear the markings "San Bernardino County Emergency Medical Services" in at least four (4) inch letters on both sides and state the level of service on both sides.

(4) Ambulance and Supervisor vehicles shall display the "9-1-1" emergency telephone number but shall not display any other telephone number or advertisement.

(5) Ambulance and Supervisor vehicles shall be marked to identify the name of the Contractor.

(6) Contractor shall not alter the overall design, color and / or lettering of its existing emergency response vehicles without ICEMA approval. ICEMA shall have the right to approve or modify the overall graphics design, color and lettering used for emergency response vehicles purchased or otherwise introduced during the term of this agreement.

5.14 VEHICLE MAINTENANCE PROGRAM

A. Contractor must ensure that all vehicles are maintained to operate in optimal working condition and follow a rigorous preventive maintenance schedule to provide reliable service to those in need.

B. Contractor shall provide a copy of the vehicle maintenance program and vehicle records on an annual basis to the ICEMA Administrator. The vehicle maintenance program must be designed to meet the highest standards of reliability appropriate to a modern emergency medical transportation service.

C. Contractor shall provide detailed records in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be. accomplished, and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability.

D. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, or the safety of the operators or the public, must immediately be removed from service and repaired or replaced in a timely manner.

E. Ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained, shall be removed from service and repaired or replaced in a timely manner.

F. Contractor shall provide the locations of maintenance services.

5.15 VEHICLE SAFETY PROGRAM

A. Contractor shall provide an Emergency Vehicle Operator's Course (EVOC) for all its field employees including on-going driver-training for ambulance personnel to promote safe driving and prevent vehicular crashes/incidents.

B. Contractors EVOC program shall include didactic training, commentary driving with a Field Training Officer (FTO) and recurrent training.

C. Contractor shall have a mechanism to monitor driver safety through a video event recorder utilizing the StreetEagle Driver Behavior Monitoring platform or a superior product in the driver's compartment to increase the safety of ambulance driving and prevent crashes and traffic accidents.

D. Each vehicle shall have a backup camera installed, provide seating and restraints for all occupants, a battery-powered patient gurney and Cardiopulmonary Resuscitation (CPR) seats for EMS crews.

E. Each ambulance shall be regularly cleaned, disinfected, and decontaminated for the health and safety of crews and patients. Disinfecting includes the regular use of a disinfectant fogger. In the event of an infectious disease patient, a plastic lining shall be employed to prevent droplet contamination in the ambulance.

F. Vehicles shall provide workspace and storage for crews to complete reports and secure personal equipment and belongings.

G. Each ambulance must have antitheft devices to prevent emergency vehicle theft when the vehicle is left running with the key in the ignition and an equipment restraint system, ensuring patient and clinician safety during transport.

5.16 MEDICAL SUPPLIES AND EQUIPMENT

A. Each ambulance shall carry standardized equipment and supplies that meet federal, state, and ICEMA requirements, policies, and procedures.

B. As EMS equipment evolves, Contractor shall periodically review and analyze new equipment and upgrades equipment by conducting scientific review, clinical data analysis, fiscal impact analysis and present findings to EMS committees and the ICEMA Medical Director.

C. Durable Medical Equipment not new at the beginning of the contract will be required to meet all specifications and periodic maintenance as approved by ICEMA according to ICEMA Policy 7010.

D. Contractor shall maintain all equipment according to manufacture specifications and shall provide an annual report to the ICEMA Administrator that includes equipment tracking number, maintenance records and any equipment purchases or replacements.

E. Contractor shall provide all supplies including medications and controlled substances.

5.17 COMMUNICATION EQUIPMENT

A. The Contractor shall install and maintain all telecommunications equipment on the appropriate frequencies necessary to complete the scope of work as identified in this Agreement.

B. The AVL system must interface with the ICEMA designated EMD Center and at a minimum, provide a CAD interface with the Ontario Fire dispatch center and with the CalFire dispatch center.

C. Contractor shall have AVL/GPS/MDC in place in ambulances, Quick Response Vehicles (QRVs), alternative response units as appropriate, and field supervisor vehicles.

D. Contractor shall equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs. Every ambulance must be able to communicate at all times and locations with the ICEMA designated EMD Center authorized dispatch center, Contractor's dispatch center, other ambulances and supervisor's vehicles, receiving hospitals, and fire agencies.

E. Each ambulance shall have a mobile radio in the front cab with the capability for hospital communication in the rear patient compartment.

F. Each ambulance shall have two portable radios, one for each crew for medical communication, and one mobile or portable capable of interoperability with fire channels.

G. Each ambulance shall have a mobile computer with MDC capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server via wireless technology. Each ambulance will be equipped with AVL and GPS fully interfaced to the ICEMA designated EMD Center and Contractor dispatch center for unit recommendation and System Status deployment purposes.

H. Contractor shall install necessary communications equipment in all of its ALS ambulances enabling transmission of 12-Lead Electrocardiograms (ECGs) for suspected ST Elevation Myocardial Infarction (STEMI) to the hospital prior to patient arrival and this 12-lead ECG will be included in the electronic copy of the EMS medical record in accordance with ICEMA specifications.

I. Contractor shall be solely responsible for the cost of maintenance, repair, and replacement of pagers, cell phones, tablets, computers, MDCs, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, and/or cellular accounts, including data fees on equipment owned by Contractor.

5.18 ICEMA DESIGNATED EMERGENCY MEDICAL DISPATCH CENTER

A. The long-term goal of the County in the first five (5) years of this Agreement is to have ambulance dispatch and ambulance system status management physically located together. Currently, the ICEMA designated Emergency Medical Dispatch (EMD) Center does not have the physical space for the entire ambulance operating dispatch needs.

B. The ICEMA designated EMD Dispatch Center will provide Medical Priority Dispatch for resource determination in accordance with ICEMA's Medical Director and Dispatch Protocols. The ICEMA designated EMD Center will determine the Contractor's priority level to all emergency 911 ALS and BLS calls within the Comprehensive Service Area following ICEMA approved EMD Policy 4100.

C. ICEMA requires the Contractor at start-up to enter into a separate agreement if applicable, with the ICEMA designated EMD Center and pay for the provision of EMD and CAD-to-CAD coordination services. EMD with Medical Priority Dispatch Service (MPDS) charges are estimated to be $5.00 per call the first year with annual increases.

5.19 CONTRACTOR EMS DISPATCH CENTER

A. Contractor shall provide reliable ambulance dispatch and system status management services without interruption 24/7/365 days per year to manage all ambulance services utilizing Contractors CAD system and integrated resource determination to determine the right ambulance, provide detailed reporting and show real-time maps of system resources.

B. Have a full-time dispatch center manager, employ experienced dispatch system status Controllers 24/7/365 with the full authority to control the re-positioning of ambulances between posts, Exclusive Operating Areas (EOAs), and to manage crew breaks and shift changes,

C. Schedule ALS, BLS, IFT and CCT transports,

D. Obtain, install, and maintain in the Contractor's ambulances all such communications equipment as determined by ICEMA to be necessary for the effective and efficient dispatch of ambulances. For ambulances responding to 911 calls, GPS Location Systems are required,

E. Be financially responsible for installation, purchase, rental, and maintenance of communication equipment in all ambulances and staffed vehicles provided in this proposal,

F. Establish policies that ensure upon receipt of a private request for ambulance services, pertinent information including callback number, location, time of notification, time of dispatch, and nature of the incident is ascertained,

G. Ensure that a record of calls, as defined in Title 13 of the California Code of Regulations, Chapter 5, Article 1, Section 1100.7 is maintained,

H. Deploy ambulances most optimally and efficiently.

SECTION VI - PERSONNEL

6.1 WORKFORCE AND DIVERSITY AND INCLUSION

Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees from different cultures and backgrounds, who are appropriately certified, licensed and/or accredited for their positions. Contractor shall strive to champion a work environment that promotes the values of diversity, equality and inclusiveness including:

Field personnel with bilingual skills reflecting the diversity of languages spoken in San Bernardino County are highly valued. Contractor shall strive to ensure diversity in the workforce and address diversity alignment with its communities served. ICEMA is committed to participating in Contractor's efforts to support and enhance Diversity, Equity, and Inclusion (DEI) initiatives in the San Bernardino County EMS System. Contractor shall participate in their proposed DEI initiatives. These programs currently include, but are not limited to:

A. Creating a work environment that embraces inclusion, regardless of race, color, religion, gender, sexual orientation, gender identity, national origin, age, genetic information, marital status, amnesty, disability, veteran status or based on pregnancy, childbirth, or related medical conditions.

B. The inclusion of people with disabilities helps drive sustainable practices for our employees, communities, and customers. Reasonable accommodations include adaptive equipment, allowances for on-site service animals, flexible work arrangements, special parking assignments, hotlines, and a number of other inclusive services.

C. Annual diversity, equity and inclusion training for all personnel that addresses preventing sexual harassment, bystander intervention, managing unconscious bias, fostering an inclusive culture, anti-racism and transgender inclusion.

D. Ethics And Compliance Hotline - Provide an independent, third-party hotline that any employee can confidentially report issues of concern, in addition to making formal complaints.

6.2 KEY PERSONNEL

The following positions are key personnel required for this Agreement. ICEMA shall have direct access to the key personnel identified in this Agreement at all times. This includes the right to call regular meetings with key personnel, as well as unscheduled inspections, interviews, and visits. Key personnel shall be required to cooperate fully with ICEMA. Contractor shall provide the County with a list identifying the key personnel on or before April 1, 2024, for the County's review and approval. Personnel listed for such positions in the Contractor's RFP Response are identified and may not be decreased without ICEMA approval.

A. Director of EMS Operations

(1) Contractor must provide an EMS Director who shall oversee and be accountable for all aspects of the Services provided by the Contractor and subcontractor.

(2) This individual shall have significant prior experience managing large, high- performance 911 emergency medical transport services.

(3) This individual shall be responsible for the overall quality of clinical care and customer service, develop and implement annual strategic plans and budgets. This position is responsible for monitoring staffing levels in all operations to maintain operational efficiency and response time compliance.

B. Three EMS Operation Managers:(High Desert, West Valley, East Valley)

(1) Contractor must provide three (3.0 FTE) full time EMS Operations Managers who are responsible for leading the day-to-day operations to accomplish ambulance calls in a timely and efficient manner. The Operation Managers conduct regular demand analysis in coordination with the System Status Management Analyst and develop the master schedule to meet demand most efficiently and expediently; support the Medical Director, CQI and billing support staff; and evaluate, train and follow up with field crews in all areas of protocol compliance and field documentation.

(2) This individual shall be responsible for ambulance community services, contracts, interface with hospital CEOs, fire chiefs and other community leaders.

(3) These managers will oversee 20 field supervisors responsible for 911 responses 24/7 who will be always available to support field caregivers.

C. Communications Director

(1) Contractor must provide one (1.0 FTE) full-time Communications Director.

(2) The Communications Director will be responsible for all aspects of the emergency and IFT dispatch centers day to day activities.

(3) The Communications Manager requires an in-depth knowledge of dispatch center operations and policies and the ability to lead and organize personnel to work toward common goals and communicate clearly.

D. Human Resources Manager

(1) Contractor shall employ and maintain one full-time (1.0 FTE) Human Resources Manager.

(2) This position will provide direction and facilitate issues regarding employee relations, retention, labor relations, policy, labor contract interpretation and disciplinary procedures.

(3) The Human Resources Manager will provide guidance to management on various aspects of employment law including FMLA, ADA, investigations, disciplinary procedures, and workplace harassment.

E. Clinical QA-QI Education Manager

(1) Contractor must provide a full-time (1.0 FTE) clinical education services manager for the San Bernardino County operation. This person must be a paramedic or registered nurse with extensive experience in emergency and critical care with a minimum of three years' full-time experience working in a complex 911 ALS emergency ambulance services system.

(2) This individual shall be responsible for day-to-day clinical oversight of Contractor's accredited paramedics and certified EMT-Basics, clinical investigations, new hire orientation, initial and continuing education, employee development, clinical performance measurements and continuous quality improvement.

(3) This position will mine, analyze, and interpret local clinical data derived from the ImageTrend ePCR system, FirstPass, and other data sources to promote clinical quality, high performance service delivery, and community health.

(4) This individual shall be responsible for developing and advancing the quality of clinical performance.

F. Contractor must provide practice through the management and oversight of the CONFIRE EMS Quality Management Program and through the leadership and direct supervision of the CONFIRE EMS Quality Management Team comprised of seven (7) Continuous Quality Control (CQI) managers/specialists, twenty (20) field training officers, and documentation quality assurance manager.

G. Safety/Risk/Infection Control Manager

(1) Contractor must provide a full-time (1.0 FTE) full-time Safety/Risk Manager.

(2) Essential duties and responsibilities include overseeing ongoing compliance of programs including Hazard Communication (HAZCOM), airborne pathogens, blood borne pathogens, lifting and stretcher operations.

(3) The Safety/Risk/Infection Control Manager assists in the investigation of all work-related injuries and exposures and assists in retraining personnel as needed and handles oversight of classroom and field instruction on driving-related topics and management of compliance with all local, state and federal regulations, including OSHA, EPA and California Department of Labor regulations.

H. Logistics Manager

(1) Contractor must provide one (1.0 FTE) full-time Logistics Manager.

(2) This position shall oversee the supply chain purchasing and distribution process, including managing the inventory of equipment and medical supplies stored within the distribution warehouse.

I. Document Quality Assurance Manager

(1) Contractor must provide one (1.0 FTE) full-time Fleet Manager.

(2) Leads and directs all document and quality assurances staff to ensure documentation required for proper billing of claims is obtained from field staff for billable events.

J. Fleet Supervisor

(1) Contractor must provide one (1.0 FTE) full-time Fleet Supervisor.

(2) The Fleet Supervisor is primarily responsible for the repair and maintenance of all CONFIRE EMS-owned vehicles and overseeing a team of fleet mechanics and work performed by fleet mechanics.

(3) The Fleet Supervisor oversees the completion of all automotive repairs, adjustments, preventive maintenance service and checks of vehicles in accordance with prescribed PM policies and procedures, as well as accurate record-keeping of all services and repairs completed.

K. Contractor Local Medical Director

(1) Contractor must provide a local Medical Director licensed by the State of California, experienced in emergency medical services, to oversee its clinical services.

(2) This individual must be Board Certified in emergency medicine, experienced in emergency medicine, and preferably fellowship-trained in emergency medical services.

(3) This individual shall facilitate the procurement of, be responsible for, and oversee all pharmaceuticals including but not limited to controlled substances used by the Contractor

in delivering service.

(4) Contractor understands that the local Medical Director is distinct from, and does not have the powers or authority of, the ICEMA Medical Director, as defined in California Health and Safety Code section 1797.202.

L. Public Information Officer (PIO)/Community Relations Manager

(1) Contractor shall designate a Community Support Liaison who will oversee Contractors community activities such as a new Community Outreach and Support Team program, 911 awareness, CPR, AED use and other public outreach programs.

M. Management Information System (MIS)

(1) Contractor must provide one (1.0 FTE) full time MIS Director

6.3 CHANGES IN PERSONS ACTING AS KEY PERSONNEL

A. Contractor agrees that each Key Personnel position is separate and distinct, that it must be filled by a separate individual who is committed to and responsible for the functions of that position, and that it shall not transfer or reassign an individual identified above as Key Personnel without notifying ICEMA and meeting to discuss the impact.

B. Prior to any replacement of Contractor's Key Personnel with responsibility for this Agreement the County shall be entitled to review and discuss and reasonably object to the proposed replacement.

C. Such approval shall not be unreasonably withheld. Such approval shall include verification of resume and a completed background check by Contractor to be shared with ICEMA.

6.4 OTHER MANDATORY LEADERSHIP PERSONNEL

Contractor shall have management and supervisory personnel to manage all aspects of emergency ambulance service, including administration, operations, EMS training, clinical quality improvement, record keeping, and field supervision. Such supervision shall be provided continuously 24-hours per day.

Contractor has identified three (3) operational divisions within the Comprehensive Service Area. These are High Desert, West Valley, and East Valley divisions. To provide optimal day to day operations oversight and support, Contractor shall provide one Operations Manager for each operational division and six (6.0 FTE) Operations Supervisor for each division for a total of eighteen (18.0 FTEs) who will oversee their respective division 24/7/365.

A. Support and Field Supervisors

(1) Field and support Supervisors oversee day-to-day functions of Contractor's operations. In the event a Field Supervisor fails to perform to the satisfaction of the ICEMA Administrator, Contractor shall correct the deficiency in a timely manner.

a. The Field Supervisor is responsible for the day-to-day operations of field staff, including facilitation of internal communications between field staff and management, outside agency interface, real-time system status monitoring, facilitating short-term scheduling needs, oversight of company facility security, and other operational support functions

as assigned by the Operations Manager.

b. Field Supervisors serve as the Contractor's on-duty EMS Field Commanders and accordingly must be paramedics with a minimum of three (3) years' experience in a complex 911 system (similar to San Bernardino County), who are highly experienced and competent both administratively and in the management of large and complex emergencies as demonstrated through experience and extensive training in the Incident Command System (ICS).

c. The Field Supervisor must be able to disseminate initial level corrective action and reports through the operational command structure. It is understood that not all actions are time sensitive and/or need to be approved at the highest levels of the Contractor's management.

i. The Field Supervisor is responsible for:
- Real-time, non-dispatch center-initiated System Status Plan staffing adjustments and minimizing unscheduled unit out-of-service and turnaround times at receiving facilities.
- Investigating vehicle and general liability issues.
- Initial management of workers compensation issues.
- Managing employee performance issues, and customer or stakeholder complaints.

ii. The Field Supervisor shall also:
- Integrate into the ICS structure, assisting with management of complex incidents as needed or requested by partner agencies,
- Collaborate and cooperate with ICEMA leadership, managers and support personnel, and
- Communicate with the ICEMA on-call Duty Officer.

6.5 PERSONNEL LICENSURE AND CERTIFICATION

A. All persons employed by Contractor in the performance of its work, shall be competent and hold appropriate licenses, certifications, and permits in their respective professions and shall undergo a criminal record check. These provisions shall apply to all new employees brought on to start and continue services under this contract and excludes any incumbent San Bernardino County accredited and qualified EMT, paramedic, field supervisor, or existing ambulance management employees accepting employment with Contractor who meets all requirements of ICEMA as contained in these sections. Notwithstanding the foregoing, ICEMA retains its regulatory licensing and certification authority.

B. All of Contractor's ambulance, and Field Supervisor personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California and, for paramedics, accredited in San Bernardino County. Certification and accreditation requirements are as stated on the ICEMA website www.sbcounty.gov/icema and the website of the State EMS Authority www.emsa.ca.gov.

C. At all times, Contractor shall retain current documentation including issued course completion certificates and/or cards of all credentials required by ICEMA and/or the State of California including but not limited to copies of current and valid EMT-Basic Certification and Paramedic License and Accreditation documentation for all emergency medical personnel including supervisory and management staff performing services under this Agreement.

D. Contractor shall provide ICEMA with real-time access 24 hours a day, 365 days a year to all such records and reporting tools within its database approved by ICEMA. Failure to retain such records and/or permitting personnel to provide services absent required credentialing shall be immediately reported to ICEMA with a correlating corrective action plan.

E. Contractor shall participate in the DMV Employer Pull Notice (EPN) program.

6.6 TRAINING AND CONTINUING EDUCATION

A. Training and Continuing Education Program Requirements:

(1) Contractor shall maintain approval by ICEMA as an EMS Continuing Education provider (CE provider), as defined in Title 22 of the California Code of Regulations, Division 9, Chapter 11, Section 100390.

(2) Contractor must provide a comprehensive training/education program for all their paramedic and EMT-Basic personnel. Joint training sessions for ambulance and fire service first responders are required at mutually agreed to frequencies. Contractor's employee training program shall be subject to approval by ICEMA and include, but not be limited to:

a. Advanced training for EMT-Basics staffing ALS ambulances.

b. Orientation to the San Bernardino County EMS System.

c. Customer service and cultural sensitivity.

d. Pre-accreditation field evaluation for paramedics.

e. Post-accreditation education, supervision, evaluation.

f. Customer Service and cultural sensitivity, intelligence/humility, including Lesbian, Gay, Bisexual, Transgender, Queer/Questioning+ (LGBTQ+) Awareness and Sexual Harassment Training.

g. Continuing education that is linked to quality improvement activities, including skills, procedures protocols, issues, and other programs such as Just Culture.

h. Programs and activities to maintain uniform skill proficiency.

i. Develop comprehensive training and education opportunities with fire service and ambulance personnel.

j. HIPAA, Privacy, and Compliance Training.

k. Meets all training standards established by ICEMA Policy 1030R1.

(3) Contractor shall maintain a single electronic database for all clinical personnel utilizing and will provide ICEMA access to this database. The database will be continually updated so that records are current. The database will include, but not be limited to:

a. Employment status (e.g., currently employed by, previously employed by)

b. Certification/licensure

(4) Paramedic accreditation

(5) Required certifications within the contract: Basic Life Support (BLS), Cardiopulmonary Resuscitation, (CPR), Advanced Cardiovascular Life Support (ACLS), Pediatric Advanced

Life Support (PALS), Prehospital Trauma Life Support (PHTLS) and BLS / Advanced Life Support (ALS) skill refresher and Emergency Vehicle Operator Course (EVOC).

(6) PALS and PHTLS certifications can be provided to ICEMA by October 1, 2025.

(7) Any on-going training required by the ICEMA Medical Director (e.g., quarterly training).

B. Paramedic Training Requirements:

(1) Pediatric Advanced Life Support or Pediatric Emergencies for the Prehospital Provider.

(2) Prehospital Trauma Life Support or International Trauma Life Support, Basic Trauma Life Support or equivalent as determined by ICEMA.

(3) Advanced Cardiac Life Support.

(4) Bariatric Training to ensure safe movement and transport of morbidly obese patients.

(5) Incident Command System (ICS), 100, 200, 700 for non-supervisory personnel, and ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS for Field Supervisory personnel.

(6) Multi-Casualty Incident (MCI) Response training that includes ICEMA MCI Plan, and ReddiNet awareness.

E. EMT-Basic Training Requirements

(1) Cardiopulmonary Resuscitation Certification

(2) Bariatric Training to ensure safe movement and transport of morbidly obese patients.

(3) Multi-Casualty Response training that includes ICEMA MCI Plan, and ReddiNet awareness.

F. Additional Qualifications and Training

(1) Contractor shall train all ambulance personnel, supervisory, and management staff in their respective roles and responsibilities under ICEMA Multi-Casualty Incident Plan including training if appropriate, in the ReddiNet system to prepare them to function in the medical/health portion of the ICS.

(2) Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol, or other behavioral or stress related problems, as well as difficult scenes on an on- going basis.

(3) Contractor shall provide EVOC training to promote safe driving and prevent vehicular crashes/incidents to each of its personnel who operate a vehicle in performing service under this Agreement, including on-going driver-training for ambulance and field supervisory personnel.

(4) Contractor shall provide training to all prehospital personnel in prevention, Personal Protective Equipment (PPE), and universal precautions.

(5) Contractor may offer and/or require additional personnel qualifications and training beyond ICEMA requirements, including local optional scope of practice training.

(6) Contractor shall ensure paramedics participating in the Sheriff SWAT program are trained to the California Tactical Casualty Care (TCC) training program and the Tactical Emergency Medical Services (TEMS), to respond as a medical support services provider to critical law enforcement incidents.

(7) Contractor shall provide an EMS education program and make it available to all San Bernardino County EMS System providers to include:

a. Access to advanced clinical education equipment, including airway heads, MCI training kits IV/I0 arms and moulage kits.

b. Access to high-fidelity simulation manikins.

c. Access to online training for continuing education

6.7 AMBULANCE WORK SCHEDULES AND WORKING CONDITIONS

A. Contractor's work schedules and assignments shall provide reasonable working conditions for ambulance personnel.

B. At least 51% of the employers' schedule shall be Contractor's full-time employees.

C. Contractor's work schedules and assignments shall provide reasonable working conditions for ambulance personnel. Ambulance personnel cannot be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance personnel must have sufficient rest periods to ensure that they remain alert and well-rested during work periods.

D. Daily and monthly monitoring of the 911 system Unit Hour Utilization (UHU) to address employee fatigue.

E. Contractor shall make available to ICEMA, copies of work schedules, (individual and collective), shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.

F. Contractor shall establish best practices to minimize the turnover rate among the Contractor's personnel and report annually it's employee turnover rate.

G. Contractor shall provide its policy to ICEMA describing how Contractor measures workload and fatigue for ambulance crews.

H. Contractor shall provide its personnel recruitment and screening processes.

I. Contractor shall provide a copy to ICEMA of its employee retention program.

J. Contractor shall make available a copy to ICEMA the organization's programs, policies, and procedures for occupational health and safety and communicable disease control, including communicable disease prevention.

K. Contractor shall make available a copy of the organization's pre-employment and on-going physical and mental health ability evaluation processes.

6.8 CREW STATIONS AND SUB-STATIONS

A. The Contractor shall provide stations and sub-stations or other strategic posts that are accessible to on-duty field-based personnel 24/7/365. At a minimum, these facilities shall:

(1) Be climate controlled (air conditioning and heat)

(2) Sleeping quarters to accommodate 24-hour personnel

(3) Have adequate and comfortable seating to accommodate a complete on-duty crew

(4) Have at least one operable toilet, sink, and microwave as well as a desk, and chair

(5) Have data capability to enable patient care charting and uploading of documents

(6) Have adequate accommodations to meet the needs of nursing mothers

(7) Be compliant with the Occupational Safety and Health Administration (OSHA)/California OSHA (Cal OSHA) regulations

B. Any changes to the locations of Contractor's stations, substations or local headquarters will be subject to approval of the ICEMA Administrator. Such approval shall not be unreasonably withheld.

6.9 COMPENSATION AND BENEFITS

A. The Contractor should provide reasonable compensation and benefits, equal to or greater than what is being provided to the incumbent workforce to attract and retain experienced and highly qualified ambulance personnel to be compliant with 1797.230 and 1797.231. The Contractor is encouraged to establish programs that result in successful recruitment and retention of personnel.

B. Contractor shall provide to ICEMA completed copies of the compensation package for all personnel required under this Agreement including Dental and Optical insurance coverage. comparable to fire department operations in the same geographic region.

C. Additional employee programs shall include but are not limited to:

(1) Financial bonuses related to retention, sign-on and re-location programs
(2) EMT to Paramedic scholarships

6.10 COMMUNICABLE DISEASES. EMPLOYEE SAFETY, WELLNESS AND PREVENTION

A. Contractor shall have an ICEMA approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.

B. Contractor shall have a pre-employment and on-going physical ability evaluation processes.

C. Contractor shall have communicable disease control and safety policies and procedures.

D. Contractor shall ensure appropriate PPE provided to ambulance crews to include at a minimum:

- Eye protection on person, in carry-in bags and in the vehicle
- Direct access to 3E Safety Data Sheets (SDS) online binder
- Surgical masks
- Impervious gowns

- Exam gloves in appropriate sizes
- Waterless viricidal hand cleaner & towelettes
- Easily accessible sharps disposal containers
- Impervious shoe covers
- N95/P100 respirators (annual mask fit testing for all employees)
- Disposable absorbent barriers (chux)
- Lined Paper sheets to protect patients
- High visibility coats, jackets and/ or vests
- Containers for disposal of bio-hazardous waste
- Sharps and pharmaceutical waste, red biohazard bags and
- Yellow infectious linen bags
- Department of Transportation (DOT) HazMat reference book

E. Contractor shall have an employee wellness program and health screenings that are designed to help employees improve their overall physical health.

F. Contractor shall have an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.).

G. Contractor shall maintain and strictly enforce policies for infection control, cross-contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.

H. Contractor shall develop an injury prevention program to reduce work injuries such as back injuries with the use of power assisted gurney and other employee safety measures.

I. Contractor shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.

J. Any changes to Communicable Diseases, Employee Safety, Wellness and Prevents programs shall be approved by the ICEMA Administrator.

6.11 PROFESSIONAL CONDUCT

ICEMA expects and requires professional and courteous conduct and appearance at all times from Contractor's ambulance personnel, managers, and executives. Contractor shall address and correct any departure from this standard of conduct.

SECTION VII - CLINICAL PERFORMANCE STANDARDS

7.1 ICEMA MEDICAL OVERSIGHT

A. ICEMA will furnish medical control services including the services of the ICEMA Medical Director for all system participants' functions in the EMS System (e.g., medical communications, First Responder Agencies, transport providers).

B. ICEMA, through base hospital physicians (as defined in Health and Safety Code section 1797.59), shall also provide online medical control to field personnel 24 hours a day, seven days a week, 365 days a year.

C. ICEMA recognizes the unique role of the ICEMA Medical Director in delegating to Contractor's personnel the authority to perform certain medical interventions in accordance with the standards outlined by California law.

D. Contractor shall immediately notify ICEMA of potential violations of the California Health and Safety Code, California Code of Regulations, or ICEMA policy and protocols. Contractor shall complete an incident or unusual occurrence report within 24-hours for personnel involved in an unusual occurrence. Contractor shall cooperate fully with ICEMA and/or the California EMS Authority in the investigation of an incident or unusual occurrence.

7.2 PROTOCOLS, POLICIES, AND PROCEDURES

A. To ensure appropriate levels of quality care, Contractor and its personnel shall comply with all ICEMA policies, procedures, and medical protocols and other requirements established by the ICEMA Medical Director.

B. ICEMA may require that any of the Contractor employees attend a medical review/audit when necessary for clinical quality improvement purposes, at no cost to EMS Agency or the County.

7.3 CLINICAL QUALITY IMPROVEMENT

The goal of Contractor's Quality Improvement Plan is to attain the highest level of performance for an emergency medical services system in California. Services and care delivered must be evaluated by the Contractor's internal quality improvement processes and, as necessary, through ICEMA's quality improvement procedures to improve and maintain clinical excellence.

A. Contractor shall be financially responsible for FirstWatch products, FirstWatch OCU, and FirstPass. Contractor also commits to pay all costs for data source integration including initial implementation costs, ongoing annual support, and maintenance charges. The FirstPass module will be used to monitor Contractor's clinical performance.

B. The Contractor must make a continuous effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error minimized through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

C. The Quality Improvement (QI) program must meet the requirements of Title 22 of the California Code of Regulations, Division 9, Chapter 12 (EMS System Quality Improvement), ICEMA policies and related guidelines and documented utilizing the EMSA Approved EMS

Quality Improvement (EQIP) Template.

D. The program must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care to improve patient care service and outcome.

E. The program may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development, and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

7.4 QUALITY PERFORMANCE

Contractor shall develop a written quality improvement plan which shall be approved by ICEMA.

A. Contractor must submit the EMS Quality Improvement Plan (EQIP) plan prior to the Service Start Date. The plan shall be consistent with the guidelines outlined in California Code of Regulations, Title 22, Division 9, Chapter 12 and ICEMA's EMS Quality Improvement Plan and adhere to any future changes to the plan. The plan must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The plan may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

B. Ongoing QI requirements:

(1) Review and submit the EQIP annually for appropriateness to the provider's operation and revise as needed.

(2) Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the quality improvement program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with ICEMA Medical Director or their designee.

(3) Submit a monthly report to ICEMA to show compliance with the approved plan and areas for improvement including key performance indicators developed in collaboration with ICEMA.

(4) Provide the County with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.

(5) Contractor shall actively participate in ICEMA's Quality Improvement process that may include making available relevant records for program monitoring. This commitment includes, but is not limited to:

a. Active participation of Contractor's senior leadership (Operations Manager, Clinical Manager, Medical Director) in EMS groups or committees dealing with quality management.

b. Designation of a Clinical Quality Manager to oversee Contractor's quality program.

c. Submission of monthly comprehensive key performance indicator reports to ICEMA.

d. Involvement in projects designed to improve the quality of EMS in San Bernardino County, including the submission of data that would allow the county to participate in participation in State and National Benchmarking, including California's EMS System Core Quality Core Measures Project, Cardiac Arrest Registry to Enhance Survival (CARES), National EMS Quality Alliance (NEMSQA) (formerly EMS Compass), and Mission: Lifeline.

e. Contractor shall review at a minimum 10% of randomly selected for each type of ALS, BLS, and CCT transport by the Clinical QI team or designated staff.

f. Active participation, when available, in local Health Information Exchange (HIE) data sharing initiatives approved by ICEMA.

7.5 QUALITY PROCESSES AND PRACTICES

The Contractor shall strive for clinical excellence. This includes, but is not limited developing a score card to track and monitor performance of:

A. Clinical care and patient outcome.

B. Skills maintenance/competency.

C. Mastery of ICEMA Policies and Procedures.

D. Patient care and incident documentation.

E. Evaluation and remediation of field personnel.

F. Measurable performance standards.

G. Implementation and operationalization of its Quality Improvement Plan.

7.6 ICEMA EMS CLINICAL PERFORMANCE MEASURES

ICEMA requires the Contractor to develop Clinical Performance Measures in coordination with the ICEMA Medical Director. An example of clinical standards is identified in Exhibit 6. Contractor may establish additional Clinical Performance Measures. Clinical Performance Standards will become part of the Contractor's QI plan as outlined in Section 7.3 and according to ICEMA policy. It is understood, due to the nature of Clinical Performance Standards, a phase-in discovery period as defined in Section 7.7 will be necessary, and standards may not be fully defined at the beginning of the Agreement.

7.7 MEASUREMENT OF CLINICAL PERFORMANCE STANDARDS

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing whatever level of effort is necessary to achieve the agreed-upon Clinical Performance Standards approved by the ICEMA Medical Director. The ICEMA Medical Director will have the final approval of all performance measures implemented as part of this agreement. Below are specific timelines for these performance standards to be

developed in collaboration with ICEMA.

A. 0-6 months of agreement: Build and test measurement system to establish benchmarks and develop a mutually agreed upon Indicator Specifications Sheet to identify specific performance measures.

B. 6-12 months: Run reports to collect data, develop standards of performance, provide training and test improvement methods.

C. 12-18 months: Examine performance, address deficiencies, finalize thresholds, and establish underperformance requirements which may include liquidated damages.

It is understood that adequate time is being provided to determine a baseline measurement for each of the finalized clinical performance standards. The Contractor shall ensure EMS personnel are trained to these standards in a manner consistent with this goal.

7.8 CLINICAL PERFORMANCE STANDARD LIQUIDATED DAMAGES

It is the goal of ICEMA is to ensure the delivery of quality of clinical care that adequately addresses the medical condition for all patients. To adequately implement these measures, there is an extended period of eighteen months to identify, test, implement a process to measure specific clinical performance, and evaluate performance improvement strategies.

A. Contractor shall work with ICEMA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates over a defined period as outlined in 7.7 above. If Contractor underperforms, based on baseline compliance rates, Contractor shall conduct a comprehensive performance improvement process that includes identification of root cause. Contractor will be required to implement a corrective action plan. The ICEMA Medical Director will work in consultation with the Contractor to make recommendations and have final approval of any corrective actions prior to implementation. If this process is not implemented.

B. Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this Agreement will result in damage to ICEMA and the County. It will be impracticable to determine the actual amount of damage whether in the event of underperformance or nonperformance, failure to meet standards or any other deviation. Therefore, Contractor and ICEMA agree to the process to establish liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as reasonable estimate of the damages to the County. If all corrective actions identified are implemented, no liquidated damages will be assessed.

C. Contractor understands that Clinical Performance Standards will be periodically updated to reflect current medical standards. Liquidated damages paid by Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement Plan shall be assessed.

D. The Contractor shall pay liquidated damages to ICEMA for the underperformance of Clinical Performance Standard as measured quarterly unless exempted by ICEMA using the FirstWatch program. An example of clinical liquidated damages assessments is located in Exhibit 6.

E. Exemptions include, but are not limited, to the following:

(1) Verified equipment failure with appropriate documentation of reporting and resolution.

(2) Verified technical failure to upload 12-lead ECG.

(3) Communication failure for advance notice of trauma and stroke.

(4) Patient declines treatment and it is properly documented.

(5) Specialty care center unable to accept stroke, STEMI, or trauma patient.

(6) Higher priority concerns take precedence (e.g., scene safety).

F. The Contractor understands ICEMA's independent verification of meeting clinical metrics derives from documenting the care consistent with the data standards brought forth by the National EMS Information System (NEMSIS) and the California EMS Information System (CEMSIS). All assessments, treatments, and specialty care notifications shall be captured in the appropriate designated NEMSIS field. Any documentation in an inappropriate field, such as the narrative only, will not be counted toward the numerator in the compliance calculation.

SECTION VIII - DATA AND REPORTING

8.1 FIRSTWATCH SYSTEM REQUIREMENTS

System Requirements for response time and clinical performance measurement. Contractor shall fund the full startup and ongoing costs of ICEMA's agreement with FirstWatch. With the use of their Online Compliance Utility (OCU) and FirstPass data programs, ICEMA will monitor the performance of Contractor in delivering services to the Comprehensive Service Area under the terms of this Agreement. Contractor and system partners shall be granted access to their data in OCU and FirstPass by ICEMA. The FirstWatch data platform will be linked to ICEMA's ImageTrend Electronic Patient Care Report (ePCR), the ICEMA designated EMD Center and Contractors dispatch to automate the process of compliance reporting, provide real-time clinical and operational performance dashboards and enable prompt alerting based upon events transpiring in the EMS system.

8.2 DATA AND REPORTING RESPONSIBILITY

Contractor shall provide detailed operations, clinical, administrative, and financial data as requested and, in a manner, approved by ICEMA.

8.3 PERFORMANCE DATA AND REPORTING

A. Contractor will collaborate with ICEMA to provide routine and ad hoc reports.

B. Contractor shall support the implementation of technology that will fully integrate electronic records and alignment of data sets EMS system-wide, in cooperation with ICEMA. A fully implemented tool will be capable of the following:

(1) Allow for quantitative reporting of overall clinical and operational performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison, and greater collaborative research opportunity; and

(2) Provide real-time data access to any partnering agencies for use in fire-based EMS QI activities.

(3) Contractor shall work in earnest and good faith with ICEMA on all data initiatives used to support clinical care and quality improvement.

8.4 ELECTRONIC PATIENT CARE REPORTING

Contractor will be required to provide (ePCR) data, in a form and timeframe prescribed by ICEMA, pursuant to California Health and Safety Code section 1797.227 and approved by the ICEMA Medical Director, for patient documentation on all EMS system responses by Contractor and/or fire departments within the County including patient contacts, cancelled calls, and non-transports. The ePCR shall be accurately completed to include all information required by ICEMA and Title 22 of the California Code of Regulations, Division 9, Chapter 4, Article 8, Section 100171.

A. The ImageTrend ePCR platform, is the ICEMA preferred patient care report system and Contractor is required to pay the annual fee for licensing this product.

B. The ePCR system has the capability of mobile data entry in the Contractor's ambulances, supervisor support vehicles and fire first response vehicles, as well as at the patient's bedside.

The ePCR system complies with the current versions of NEMSIS and CEMSIS. In accordance with Health and Safety Code 1797.227. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR system complies with the current mapping standards and data dictionary, as promulgated by EMSA and ICEMA. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities such as EMSA's Patient Unified Lookup System for Emergencies (PULSE) and hospitals in an HL7 format.

C. The ePCR system has the capability to:

(1) Link with the CAD to import all data for all calls.

(2) Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field.

(3) Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support.

(4) File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record.

(5) Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system.

D. ICEMA approved ePCR must be completed for all patients at the earliest opportunity consistent with EMS Agency policy, pursuant to California Health and Safety Code, Section 1797.227.

E. Contractor's ePCR must provide other data points consistent with the CEMSIS and ICEMA validation system, including any needed modifications to support EMS system data collection.

F. As health information systems evolve, the Contractor agrees to work with ICEMA and local hospitals to establish, and/or participate in, a Health Information Exchange (HIE) with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities, including analysis of outcome data associated with individual patients. Should Contractor demonstrate that such HIE efforts have an associated financial impact, Contractor and ICEMA agree to meet and confer over that impact to cost or revenue.

8.5 RECORDS AND REQUIRED REPORTS

A. Personnel Reports:

(1) Contractor shall provide ICEMA with a list of all EMT-Basics and Paramedics employed by Contractor, as part of the ICEMA Agreement, as of the commencement date of the Agreement, who may provide services under this Agreement, and quarterly thereafter and shall update that list whenever there is a change throughout the year. This requirement may be met by Contractor keeping their employee certification and training database platform up to date.

(2) The personnel list shall include, at a minimum:
   a. Name
   b. California Paramedic license number and expiration date or EMT-Basic certification number and expiration date
   c. Expiration date of all required courses
   d. California Driver's License number

e. Residential address
f. Email address

B. The County expects Contractor to proficiently plan for and manage turnover so as to ensure the stability of its operations at all levels. Contractor shall develop and implement mechanisms to track, report, and provide information to the ICEMA Administrator.

8.6 COMMUNITY REPORT

A. Contractor shall provide an annual report to ICEMA on community programs and activities including, but not limited to:

(1) Number of conducted community education events

(2) First Responder/Law Enforcement Training

(3) CPR classes taught in Spanish and Mandarin language, including warning signs of heart attack and stroke

(4) Drowning prevention programs

(5) Community Emergency Response Team (CERT) volunteer training in Spanish

(6) Opioid awareness education in schools

(7) Narcan leave behind and narcotic/drug drop box programs

(8) Drunk driving prevention in schools

(9) Choking prevention

(10) Diabetes education/blood sugar checks

(11) Appropriate use of vehicle child-restraints

(12) Trip/fall hazards prevention

(13) Public relations activities

(14) Employee recognition

8.7 CUSTOMER FEEDBACK SURVEYS

A. Customer Service Outreach and Customer Inquiries:

(1) Contractor will provide a platform for internal and external community feedback and conduct regular internal randomized Customer Service Evaluation audits. Contractor will develop an enhanced patient satisfaction survey to assess, compare and provide third-party reports on how patients perceive the quality of care and will provide access to comments to ICEMA quarterly. All complaints may be anonymous but are to be counted with a unique identification number along with date and time of receipt.

(2) Contractor shall have a customer service telephone line giving customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The telephone line

shall be accessible without charge to all callers within the continental United States.

(3) The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number will be published on the Contractor's website and publicized at local healthcare facilities and public safety agencies.

(4) If the number is answered by an automatic greeting and/or menu selection, the initial message must immediately convey that this is a customer service line, and if caller has an emergency to hang up and dial 911 in case the caller inadvertently called the customer service line looking for emergency service.

(5) Members of the Contractor's management team are to be notified of any complaint calls. Incidents that require follow-up to the customer must be resolved by the end of three (3) business days from when the call was received, and if not possible, notification must be made to the customer with the status of the request.

B. Handling Service Inquiries and Complaints:

(1) Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

(2) Contractor shall submit to ICEMA, on a monthly basis, a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director using ICEMA's unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.

C. Contractor shall submit the results of a customer satisfaction survey administered by a third-party to the ICEMA Administrator annually.

8.8 OTHER REPORTS

A. Contractor shall promptly allow for the inspection of and/or provide a copy of other reports and/or records as may be reasonably required by ICEMA Administrator.

B. These reports and/or records include copies of any memos and/or other correspondence distributed to field personnel related to EMS clinical or operational issues as well as newsletters or updates provided to Contractor's personnel and/or system stakeholders.

SECTION IX - SUB-CONTRACTING

9.1 SUB-CONTRACTING RESTRICTIONS

Except for the sub-contracting provisions specified herein, Contractor shall not assign or sub- contract any portion of the Agreement for services to be rendered without prior written consent of County, which County may withhold in its sole discretion, and any assignment made contrary to the provisions of this section may be deemed a material breach of the Agreement and, at the option of County shall not convey any rights to the assignee.

SECTION X -ADMINISTRATIVE REQUIREMENTS

10.1 REGULATORY AND POLICY REQUIREMENTS

A. Contractor shall provide services in accordance with the requirements of California Health and Safety Code sections 1797 et seq., California Code of Regulations, Title 22, Division 9, and ICEMA Policies and Procedures, and all other applicable State and Federal requirements, including any amendments or revisions thereof.

B. Contractor shall follow all direction provided by the Executive Officer, EMS ICEMA Administrator, their designee, or the ICEMA Medical Director.

C. Contractor will cooperate with ICEMA's ongoing development of policies and procedures for appropriate patient care.

10.2 COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES

Contractor and Subcontractor shall become accredited by the Commission on Accreditation of Ambulance Services (CAAS) for the Comprehensive Service Area within 18 months following commencement of the Contract term and shall maintain this accreditation throughout the terms of this Agreement.

10.3 NEW EMPLOYEE AND COMPANY ORIENTATION

A. Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall be approved by ICEMA and include at a minimum:

(1) Pre-employment seven-panel drug screen

(2) Pre-employment Department of Transportation (DOT) physical

(3) Criminal records background check, sex offender registry and OIG

(4) Licensure verifications

(5) Three-year motor vehicle records and insurance approval

(6) Pre-employment cognitive written exam – scoring 75% or higher

(7) Pre-employment psychomotor practical skills exam – scoring 75% or higher

(8) Oral interview with management

(9) Successful completion of 40-hour classroom orientation

(10) Successful completion of 48-hour clinical ride

(11) Completion of Company Equipment and Vehicle Operation (CEVO) course

(12) Agency policies and procedures

(13) Radio communications with and between the provider agencies, base hospital, receiving hospitals, and County communications centers

(14) Ambulance and equipment utilization and maintenance

(15) Continual orientation to customer service expectations

(16) Performance improvement

(17) The billing and reimbursement process, and compliance

B. Cognitive and Psychomotor Examination

(1) Paramedic and EMT cognitive exams based on the national standard curricula by the National Highway Traffic Safety Administration (NHTSA).

(2) Psychomotor examination consisting of five (5) separate skills in a scenario-type format to approximate the abilities of the EMT or paramedic to function in the out-of-hospital setting.

C. Candidates must demonstrate an acceptable level of competency in the following skills:

(1) Patient Assessment – Trauma

(2) Ventilatory Management

(3) Basic Life Support

(4) Advanced Cardiac Life Support Megacode (Paramedic Only)

(5) IV and Medication Administration

(6) OB-GYN and Pediatric Emergencies

10.4 EMS ORIENTATION

A. Contractor shall ensure that all field personnel, not previously employed in San Bernardino County, attend a Contractor orientation to the San Bernardino County EMS System which shall be approved by ICEMA.

B. This orientation shall offer an overview of the San Bernardino County EMS system, review of ICEMA EMS Policies and Procedures with particular attention to specialized systems of care, EMS documentation requirements, and Local Optional Scope practices.

10.5 HEALTH AND SAFETY/INJURY AND ILLNESS

A. Contractor shall have an EMS Agency Occupational Safety and Health Policy that complies with all California Occupational Safety and Health Administration (Cal OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste.

B. All prehospital personnel shall be trained in prevention, Personal Protective Equipment (PPE), and universal precautions.

C. The Health and Safety program shall include, at a minimum:

(1) Pre-screening of potential employees (including drug testing consistent with California law)

(2) Initial and on-going driver training

(3) Lifting technique training

(4) Hazard reduction training

(5) Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues.

(6) Involvement of employees in planning and executing its safety program; and

(7) Review current information related to medical device FDA reportable events, recall, equipment failure, accidents.

D. Contractor's health, safety and risk mitigation process will include, at a minimum:

(1) Gathering data on all incidents that occur among the Contractor's workforce.

(2) Analyzing the data to find causative factors and determine preventive measures.

(3) Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors.

(4) Gathering health and safety information as required by law.

(5) Implementing training and corrective action on health and safety related incidents, as required by law.

(6) Providing initial and on-going training on safe practices and interventions.

(7) Providing safe equipment and vehicles.

E. Contractor shall provide adequate PPE to employees, including universal precautions for routine care, uniforms and personal protective gear to employees working in hazardous environments, including but not limited to rescue operations and motor vehicle collisions. The Contractor shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. All field providers must be trained in the use of PPE and fit tested when appropriate. Policies and procedures must clearly describe the routine use of PPE on all patient encounters. The Contractor shall maintain uniform standardization as approved by ICEMA.

F. PPE shall meet all State and Federal requirements specific to EMS use and State of California EMS Authority recommendations for PPE. At a minimum, personal protective gear shall include appropriate protection for:

(1) Head (e.g., safety helmet)

(2) Eyes (e.g., safety helmet face shield or goggles)

(3) Ear protection

(4) Skin (e.g., jacket and gloves)

(5) Respiratory protection (e.g., face masks and N95 masks)

10.6 EVOLVING OSHA AND OTHER REGULATORY REQUIREMENTS

A. If regulatory requirements change for occupational safety and health, including but not limited to, infection control, blood borne pathogens, and TB during the term of this Agreement the Contractor shall adopt procedures that meet or exceed all requirements.

B. Contractor shall make health screening and all currently recommended immunizations available

to its high-risk personnel at no cost.

10.7 SUPPORT OF LOCAL EMS TRAINING ACTIVITIES

A. The County EMS system is composed of multiple individuals and agencies. ICEMA expects the Contractor to collaborate and work with these system stakeholders in improving service, clinical care, and system performance. The stakeholder groups include but are not limited to, physicians, nurses, paramedics, EMT-Basics, and fire service personnel.

B. In an effort to continually bring new caregivers into the EMS system, Contractor shall:

(1) Offer educational opportunities for EMT-Basic students to ride-along on Contractor's ambulances. Preference should be given to local EMT training programs. Participating programs will be required to execute a ride-along agreement with Contractor.

(2) Provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in San Bernardino County. These local training programs will generally have priority over out-of-county training programs, but not over Contractor's local employees who may be enrolled in an out-of-county training program.

10.8 SPECIAL TEAMS AND EVENTS

A. Contractor shall develop or expand the following special operational programs:

(1) Fire/Unique Incident Medical Support

(2) Enhanced Remote Response Capabilities

(3) Tactical Medic Program

(4) Paramedic Bicycle Team

10.9 PARTICIPATION IN EMS SYSTEM DEVELOPMENT

A. ICEMA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. ICEMA requires that its provider(s) actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. Contractor shall participate and assist in the development of system changes.

B. Contractor shall explore a telehealth option with ICEMA and the ICEMA Medical Director to develop a telehealth technology program incorporated into the caregivers ePCR tablet that may allow patients to receive the right care at the right time with the right resources reducing the financial burden on the patient of an ambulance transport and emergency department bill.

C. Providing person-centered care, such that beneficiaries receive the appropriate level of care while having greater control of their healthcare through the availability of more options.

D. Encouraging appropriate utilization of services, to meet healthcare needs effectively.

E. Increasing efficiency in the EMS system, to more readily respond to and focus on high- acuity cases.

F. Contractor will be expected to work with ICEMA and EMS system participants to analyze the benefits of new innovative programs and discuss the implementation and value of telehealth programs for San Bernardino County.

10.10 COMMUNITY PARAMEDICINE

A. Contractor, and EMS Agency shall work together to provide additional creative solutions to support the health and welfare of community members through the utilization of fire and ambulance personnel to conduct programs such as reduction of repeat hospital visits with patient home follow-up, transportation to alternate locations.

B. Contractor shall meet and confer on the potential implications of local Community Paramedic programs. All programs must be approved by ICEMA.

C. Contractor will provide Rapid Resource Vehicles with the approval of ICEMA and area hospitals to provide additional staff, system resources, replenish stretchers and other equipment, with the goal of reducing Ambulance Patient Offload Delays (APOD).

D. Behavioral Health Units - Contractor will consult with ICEMA and the ICEMA Medical Director on the implementation of its new secure Behavioral Health Transportation vehicles to reduce emergency department waiting time and unnecessary ambulance transport. This new added service will be available on April 1, 2024

10.11 COMMUNITY EDUCATION

A. Training a Future Workforce – As part of a recruiting and hiring approach, within one (1) year of startup, Contractor will provide free EMT training and certification to entry level trainees who want to begin a career in EMS. Contractor will partner with a local community college and its continuing education program to support multiple EMT Academies each year with paid tuition and testing fees.

B. Upon graduation and passing of the National Registry EMT exam, EMTs will work initially on Contractor ambulances for a specified period of time. EMTs will then have preferred placement when local fire service agencies recruit for firefighter-EMT positions if they so choose.

C. Contractor will support prevention and system access through community education programs provided to schools, and community groups. Contractor shall lead or participate in such programs working collaboratively with ICEMA, other public safety and EMS-related groups.

D. Contractor will annually plan and implement definitive community education programs, which will include the identification of and presentation to key community groups which influence the public perception of the EMS system's performance. Programs offered but not limited to:

(1) Chest Pain Awareness and hands only CPR training events

(2) "Stop the Bleed" education

(3) Fall Prevention programs

(4) Fill the ambulance charity event

(5) Participation in "EMS Week" and other educational activities involving prevention, system awareness, system access and appropriate use of the EMS system.

E. Collaborate with ICEMA and invite fire agencies to participate in offering free of charge education to skilled nursing facilities on effective access and efficient utilization of the 911 system on an annual basis. This program will build relationships that influence the public's perception of the EMS system within these care communities and provide training to facility staff on:

(1) San Bernardino County's EMS response.

(2) How to be prepared when calling 911.

(3) Requests for EMS with Physician Ordered Life Sustaining Treatment (POLST) in place.

(4) What EMS responders will need when they arrive.

F. Partner with the California Highway Patrol (CHP) "Every 15-Minutes" and other Driving Under the Influence (DUI) reduction programs.

G. Provide event planning support, EMS staff, and equipment for programs in the County as requested by CHP.

10.12 ENVIRONMENTAL REQUIREMENTS

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

10.13 RECYCLING

San Bernardino County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. Contractor shall make reasonable efforts to comply with County Policy 11-08, The County, therefore, encourages its Contractors to recycle appropriate materials offered by the waste disposal services in the area, and reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible, and reuse appropriate items when possible. Also important is the proper disposal of toxic, flammable, biohazard and/or hazardous materials.

Some examples of environmentally friendly practices include:

A. Backhauling product packaging to the supplier for reuse or recycling.

B. Shipping in bulk or reduced packaging.

C. Using soybean-based inks for packaging printing.

D. Using recycled product packaging or using recyclable or reusable packaging material the County encourages all Contractors for goods and services to adhere to these principles where practical.

10.14 CONFORMITY WITH LAWS AND SAFETY

In performing services under this Agreement, Contractor shall observe and comply with all applicable

laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

10.15 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

Employment Discrimination

A. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
B. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
C. Contractor shall recruit vigorously and encourage minority - and women- owned businesses to bid its sub-contracts.
D. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
E. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

10.16 DRUG AND ALCOHOL-FREE WORKPLACE

Contractor shall maintain a drug and alcohol-free workplace. Contractor shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any facility or work site.

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing services under this Contract:

Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

10.17 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance provided, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

10.18 ACCIDENTS

A. If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement and/or warrants submission of an ICEMA Unusual Occurrence Report (as per ICEMA Policy), Contractor shall immediately notify the County, but not more than two hours following the incident, by contacting the ICEMA designated EMD Center and speaking with ICEMA Duty Officer on call. Doing so is mandatory prior to any news or social media release by contractor.
B. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant the County the opportunity to review and inspect such evidence, including the scene of the accident, provided, however, this shall not be construed to require contractor to disclose communications privileged under attorney-client privilege or correspondence created under the attorney work product doctrine
C. Contractor to have a policy prohibiting the taking and release of photos of patients or victims by any device unless officially directed to do so by a specifically authorized contractor manager(s).

10.19 WORKER'S COMPENSATION

Contractor shall provide Workers' Compensation insurance, in accordance with Exhibit 4, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

10.19 FORCE MAJEURE

In the event the Scope of Work (as detailed in the Request for Proposals [RFP] Section IV) is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions or otherwise affects San Bernardino County and the Contractor's labor or supply chain, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. If one party believes a Force Majeure event has occurred, they shall promptly notify the other party. Both parties shall meet and confer to discuss ways to mitigate the potential impacts of the Force Majeure event.

SECTION XI - FISCAL REQUIREMENTS

11.1 PRICING, BILLING, AND COLLECTIONS

A. The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

B. Contractor shall be entitled to charge patients for the services rendered according to the User Fee Schedule in Exhibit 2. Contractor shall not discount its rates less than the rates set forth in Exhibit 2, except where required by law (e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy).

C. Contractor shall submit any requested revisions to this list of charges to the ICEMA Administrator for approval prior to instituting any new charges. Such approval shall be in the sole discretion of the ICEMA Administrator. Approval, however, shall not be unreasonably withheld.

D. Contractor shall not receive a subsidy from the County for the performance of any services described within this Agreement. Nothing herein shall prohibit the County from entering into a separate agreement(s) with Contractor. Nothing herein shall be construed as prohibiting Contractor from applying for and/or receiving other forms of revenue, reimbursement or compensation through other lawful sources, including, without limitation, programs such as Ground Emergency Medical Transportation (GEMT) authorized by the Centers for Medicare and Medicaid Services.

11.2 DEDICATED STANDBY

Contractor may negotiate its usual and customary responsible party fees for a private organization that requests a dedicated ALS or BLS standby ambulance at a special event. Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services. Contractor reserves the right to sub-contract standby services to ICEMA approved ambulance providers.

11.3 MEDICARE AND MEDI-CAL

Contractor shall not reject patients on the basis of insurance coverage or carrier, including accepting Medicare and Medi-Cal assignment for patient treatment and transport.

11.4 AMBULANCE TRANSPORT RATE ADJUSTMENTS

Ambulance rates may be adjusted annually in accordance with County Ordinance and ICEMA Policy.

11.5 BILLING AND COLLECTION SERVICES

A. Contractor is responsible for considerate billing and collection practices. Contractor's collection practices shall follow all State and Federal collection laws and regulations. Contractor's accounts receivable management system will be capable of timely response to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

B. Contractor will have personnel available at the Contractor's local headquarters, accessible via a toll-free phone number to provide an initial response to questions regarding patient bills. The

Contractor will provide interpreter service, relative to billing and collections, to parties having limited English proficiency.

C. Contractor will have a billing and collections system that is well-documented, easy to audit, customer- friendly, assists in obtaining reimbursement from third party sources, and is capable of electronically filing Medicare and Medi-Cal billing claims.

D. Direct patient billing statements will be itemized so that all charges are clearly explained. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or on paper.

E. If a patient is initially billed directly, Contractor's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.

F. If a patient has no third-party coverage, Contractor will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

11.6 COMPASSIONATE CARE PROGRAM

A. Contractor shall have a written financial hardship/compassionate care policy which shall apply to patients who do not have medical insurance and who have limited financial capacity. Policy to be made available upon request.

B. Contractor will implement programs that assist patients who are financially challenged, including:

(1) Discounted payment plan for services for uninsured or self-pay patients who demonstrate financial need.
(2) Payment plan available upon request for patients who demonstrate they require extra time paying off medical bills.
(3) Charity care plan for uninsured patients who are considered indigent under federal poverty guidelines.
(4) Compassionate care may be considered upon the submission by the patient or the patient's legal representative of a Fee Waiver Application.

C. A patient is determined eligible for the program based on their income level in comparison to the Federal Poverty Level (a patient must make within 125% of the level).

11.7 ACCOUNTING AND PAYMENTS TO ICEMA

A. Invoicing and Payment for Liquidated Damages

ICEMA shall render its invoice for any liquidated damages to the Contractor within thirty (30) business days of the end of the Contractor's monthly performance period. The Contractor shall pay ICEMA on or before the 30th day after receipt of the invoice. A five percent (5%) late payment charge will be assessed monthly on any payment made after the due date. If Contractor disputes any of the invoiced amounts, the parties shall meet to try and resolve the dispute during this thirty-day period. If they have not been resolved to satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. Failure of Contactor to pay liquidated damages to ICEMA as specified within the timeline identified herein shall constitute material breach of this Agreement.

B. Payment and Service Charges

(1) ICEMA will issue an invoice to the Contractor each quarter, Contractor is required to pay a service charge in accordance with the cost of contract compliance monitoring as set by ICEMA and the Board of Supervisors. This service charge is intended to offset ICEMA's cost of oversight of Contractor's operations. The contract compliance monitoring service charge is estimated to be $1,800,000 for the first year of the contract and will receive an annually Consumers Price Index (CPI) adjustment. The Contractor will pay the following service charges as estimated below:

Estimated Annual Services	
Emergency Medical Services (EMS) Agency Oversight & Monitoring services	$1,800,000
ImageTrend, Annual estimate	$180,000
FirstWatch, On-line Compliance Utility (OCU), FirstPass Initial	$100,850
FirstWatch, OCU, FirstPass Annual	$17,356
ICEMA Designated Emergency Medical Dispatch (EMD) Center	$917,275

(2) Payments shall be made quarterly with the first payment due the last day of the month following the previous quarter. The annual aggregate payment shall not exceed the ICEMA's actual costs for management and regulatory activities associated with the contract.

(3) All payments to ICEMA by Contractor shall be due the last day of the month following the previous quarter. A late payment charge of five percent (5%) shall be assessed monthly if no payment is received by the last day of the next month. In the event Contractor's payments are not paid within 90 days, County may place Contractor in breach.

(4) ICEMA may increase the fees listed in this section annually beginning April 1 of each year, however, such increases may not exceed the Riverside-San Bernardino-Ontario Consumer Price Index (Riverside-San Bernardino-Ontario CPI) increases for the previous year.

(5) Contractor shall pay all liquidated damages and/or other financial payments to ICEMA pursuant to the terms of this Agreement.

11.8 TAXES

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

SECTION XII - GENERAL AGREEMENT REQUIREMENTS

12.1 TRAINING DOCUMENTATION RETENTION

Contractor shall ensure that all personnel subject to training requirements have obtained all necessary education. At all times, Contractor shall retain copies of the current training documentation including but not limited to course completion certificates for all paramedics and EMT-Basics performing services under this Agreement while employed and for 5-years thereafter.

12.2 AUDITS AND INSPECTIONS

A. Contractor shall maintain separate full and accurate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.

B. With reasonable notification and during normal business hours, ICEMA, its authorized agents, officers, or employees, shall have the right to review all business records including financial records of Contractor pertaining to this Agreement. All records shall be made available to ICEMA at the ICEMA office or other mutually agreeable location. ICEMA may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment contracts.

C. Contractor shall make available a year-end financial report to the ICEMA Administrator for review. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the ICEMA Administrator on an annual basis within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Bernardino County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for San Bernardino County contract services available to ICEMA to audit as requested.

D. Contractor may be required to provide ICEMA with periodic report(s) in the format approved by ICEMA Administrator to demonstrate billing compliance with approved/specified rates.

12.3 ANNUAL PERFORMANCE EVALUATION

A. The County will evaluate the performance of the ambulance provider annually through the Emergency Medical Care Committee (EMCC) as stated in Section 1.4. Contractor shall submit to ICEMA, an annual performance report as required by ICEMA Administrator, which at a minimum, shall include the following in the performance evaluation:

(1) Documentation of Contractor's overall compliance with the terms and conditions of this Agreement.

(2) Objective and auditable documentation of Contractor's quarterly financial operations statements and annual audited report demonstrating financial performance and stability.

(3) Documentation of actions of Contractor's personnel in collaborating with ICEMA and system stakeholders to deliver efficient, effective, and compassionate prehospital care to the residents and visitors of the County.

(4) Objective and subjective documentation of satisfaction of Contractor's customers; and

(5) Objective documentation of community engagement by Contractor, including education and prevention activities.

Note: The decision to extend or renew a contract is at the sole discretion of the County, regardless of the results of the EMCC annual evaluation.

12.4 CONTINUOUS SERVICE DELIVERY

A. Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with the County to ensure continuous and uninterrupted delivery of services that meet or exceed all performance standards under the Agreement, regardless of the nature or causes underlying such breach.

B. Contractor agrees that there is a public health and safety obligation to assist County in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

12.5 DISPUTE RESOLUTION

In the event of a material dispute between the parties which is not resolved through the provisions as described herein, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith. If, after a good-faith attempt, the dispute is not resolved, County and Contractor may agree to non-binding mediation or arbitration to resolve any material dispute or material claim between them arising out of this Agreement or any resulting transaction before resorting to other court action.

A. Fees and Costs
The mediation or arbitration fee, if any, shall be divided equally among the parties involved. Each party would bear their own costs.

B. Discovery
In advance of the mediation or arbitration, the parties shall voluntarily exchange all non-confidential and non-exempt documents requested by the other party that relate to the dispute.

C. Confidentiality
Any mediation or arbitration proceeding shall be confidential and shall not be admissible in a subsequent proceeding.

12.6 LAME DUCK PROVISIONS

Conditions:

A. Should this Agreement not be renewed or extended, or if ICEMA has indicated its intent to enter into a procurement process to seek a different emergency ALS, BLS, IFT or CCT, including 911 emergency response service provider, Contractor agrees to continue to provide all services required in and under this Agreement until the County or a new entity approved by ICEMA assumes service responsibilities. Under these circumstances, Contractor will serve as a lame duck Contractor for an extended period of time, which could be a year or longer. To ensure continued performance fully consistent with the requirements in this Agreement through any such period, the following provisions shall apply:

B. Contractor shall continue all operations and support services at the same level of effort and

performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of this Agreement related to qualifications of key personnel. Neither shall the Contractor inflate costs that a new Contractor would be required to assume.

C. Contractor shall make no changes in methods of operation that actually reduce or could reasonably be considered to be aimed at reducing Contractor's service and operating costs to maximize or affect a gain during the final stages of this Agreement.

D. Contractor shall make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the incoming provider. Regularly scheduled increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed.

E. Should there be a change in provider, the current service provider shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Bidders and shall allow without penalty its employees to sign contingent employment agreements with competing Bidders at employees' discretion. The current service provider acknowledges and agrees that non-exempt personnel, EMT-Basics, and paramedics, working in the EMS system have a reasonable expectation of long-term employment in the system, even though contractors may change. However, the current service provider may prohibit its employees from assisting competing Bidders in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations.

F. The County recognizes that if another organization should be selected to provide service, the current service provider may reasonably begin to prepare for transition of service to the new entity. ICEMA shall not unreasonably withhold its approval of the current service provider request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the current service provider performance during this period.

G. Should the County select another organization as a service provider in the future, the current service provider personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse employment action, interference, or retaliation by the current service provider or County.

12.7 FEDERAL HEALTHCARE PROGRAM COMPLIANCE PROVISIONS

Contractor and County shall comply with all applicable federal laws, rules and regulations for operation of its enterprise, emergency ambulance services, including 911 emergency response system and those associated with employees.

12.8 MEDICARE COMPLIANCE PROGRAM REQUIREMENTS

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers, published in the Federal Register at 68 Fed. Reg. 14245 (March 24, 2003).

12.9 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONFIDENTIALITY

A. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

12.10 PERMITS AND LICENSES

A. Contractor shall be responsible for and shall hold all required federal, state or local permits or licenses required to perform its obligations under the agreement.

B. Contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used.

C. Contractor shall schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services.

D. Contractor shall ensure that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

12.11 COMPLIANCE WITH LAWS AND REGULATIONS

All services furnished by Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

12.12 RETENTION OF RECORDS

Contractor shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations no less than seven (7) years from the end of the fiscal year following the date of service, and until all Federal/State audits are complete and exemptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States (US) Government.

12.13 PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of San Bernardino County or ICEMA for the endorsement of any commercial products or services without the prior express written permission of the ICEMA Administrator.

12.14 OBSERVATION AND INSPECTIONS

A. An ICEMA representative may ride along on any of Contractor's ambulances or supervisor vehicles at any time to observe Contractors staff to ensure they conduct themselves in a professional and courteous manner, are following ICEMA policies and procedures, are at all times respectful to patients, other first responders, hospital staff and Contractor's employees.

B. An ICEMA representative may inspect any of Contractor's ambulances or supervisor vehicles at any time to ensure they meet the requirements of this Agreement.

C. At any time during normal business hours and as often as may be reasonably deemed necessary by ICEMA, ICEMA or San Bernardino County representatives may observe Contractor's office operations, and Contractor shall make available to ICEMA for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to this Agreement. ICEMA may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel (subject to privacy and HIPPA statutes) and other records, daily logs, employment contracts, and other documentation for ICEMA to fulfill its oversight role.

D. Contractor shall provide access to various monitoring systems used by Contractor, including but not limited to Electronic Patient Care Record (ePCR), Computer Aided Dispatch (CAD), Automatic Vehicle Location (AVL), mapping, system status management, operational and clinical performance, as well as screens for displaying dynamic data and information contained therein at ICEMA. Contractor shall also ensure remote access to the same systems for authorized personnel as specified by the ICEMA Administrator at Contractor's cost.

12.15 OMNIBUS PROVISION

Contractor understands and agrees that for five years following the conclusion of this Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives or agencies, the specifications and subsequent contracts, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

12.16 RIGHTS AND REMEDIES NOT WAIVED

Contractor covenants that the provision of services to be performed by Contractor under this Agreement shall be completed without compensation from the County, except as specified herein. The acceptance of work under this Agreement shall not preclude an action for failure to perform work later discovered not to have been performed in accordance with this Agreement.

12.17 CONSENT TO JURISDICTION

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in all actions and proceedings between the parties hereto arising under or growing out of this Agreement. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this

Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

12.18 END-TERM PROVISIONS

Contractor shall have ninety (90) days after termination of this Agreement or any lame duck period in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of this Agreement at the end of the term.

12.19 ATTORNEY'S FEES AND COSTS

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

12.20 INDEPENDENT CONTRACTOR

A. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County or ICEMA in any capacity whatsoever, and County or ICEMA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County and ICEMA harmless from any and all liability which County or ICEMA may incur because of Contractor's failure to pay such amounts.

C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County or ICEMA.

D. Contractor agrees to perform their said work and functions at all times in strict accordance with currently approved methods and practices in their field and that the sole interest of ICEMA is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by ICEMA concerned.

12.21 INDEMNIFICATION

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and ICEMA and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the County or ICEMA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's or ICEMA's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

12.22 INSURANCE

Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies as designated in the attached Exhibit 4 and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit 4 shall be named as an additional insured on Contractor's auto liability, general liability, and cyber liability policies, if applicable. A Waiver of Subrogation is required for said coverage as well as Worker's Compensation. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

12.23 PERFORMANCE SECURITY

A. Contractor shall obtain and maintain in full force and effect, throughout the term of this Agreement, a twenty-million-dollar ($20,000,000) performance security bond or irrevocable Letter of Credit to guarantee our performance within the scope of this Agreement.

B. The performance security bond or irrevocable Letter of Credit will be payable without condition to San Bernardino County as detailed in Section 13.3, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County.

C. The performance bond must be issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County.

12.24 CONFLICTS OF INTEREST

Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would amount to a prohibited conflict of interest under state or federal law with regards to services provided under this Agreement.

12.25 DEBARMENT AND SUSPENSION

Contractor certifies that neither it nor its principals or subcontracts is presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing.

12.26 OWNERSHIP OF DOCUMENTS

A. The County and ICEMA understand that certain information pertaining to Contractor's operations are considered trade secrets and not readily apparent to the public or other organizations. The Contractor has taken substantial efforts to protect this information as well as the personal and private information of its key personnel and employees. The County and ICEMA shall not disclose or use Contractor's trade secrets without express written permission of the Contractor, except as otherwise necessary for the administration of this Agreement or as required by law. The County and ICEMA shall not disclose or use personal and private information of Contractor's key personnel, except as otherwise permitted or required by law, without the express written permission of the person or Contractor.

B. In the event that the County or ICEMA receives a request for records pursuant to the California Public Records Act and such request involves records produced by the Contractor or containing descriptions of the Contractor's operations, it shall withhold or redact information that it reasonably believes is a trade secret under California Civil Code section 3426.1(d), unless disclosure of such information is otherwise authorized by Contractor in writing. The County shall notify Contractor of any such Public Records Act request within five (5) days of the request. The County or ICEMA shall consult with Contractor to determine whether information is a trade secret, or otherwise exempt from disclosure. Contractor acknowledges that the County or ICEMA has an independent obligation to control the disclosure of information requested under the Public Records Act pursuant to California Government Code section 7921.005. If litigation is filed against the County or ICEMA seeking disclosure of information withheld as trade secrets, Contractor shall defend, indemnify, and hold the County or ICEMA harmless from and against all claims of liability, including attorney's fees incurred by those demanding disclosure of such documents.

12.27 MODIFICATION AND AMENDMENT

The terms of this Agreement may be modified by mutual consent of County and the Contractor in writing.

12.28 SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

12.29 ASSIGNMENT

A. A consideration of this Agreement is the personal reputation of both parties; therefore, Contractor shall not assign any interest in this Agreement or subcontract any of the services

Contractor is to perform hereunder without the prior written consent of County. Consent may be withheld at the County's sole discretion. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by Contractor, or to perform any of the remaining services required under this Agreement within the same time frame required of Contractor.

B. If Contractor changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by Contractor. Failure of Contractor to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

12.30 THIRD PARTY BENEFICIARIES.

Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

12.31 ELECTRONIC SIGNATURES.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

SECTION XIII – BREACH AND PROVISIONS FOR TERMINATION

13.1 MATERIAL BREACH AND PROVISIONS FOR TERMINATION OF THIS AGREEMENT

A. County shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to correct such material breach within thirty (30) days following the service on it of a written notice by County specifying the material breach complained of and the date of intended termination of rights hereunder absent cure.

B. County reserves the right to immediately terminate or cancel this Agreement if in the determination of ICEMA Executive Officer's continued service by Contractor poses an imminent threat to the general public health and safety.

13.2 DEFINITIONS OF BREACH

A. Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:

(1) Willful failure of Contractor to operate the emergency and advanced life support (ALS) ambulance services including 911 emergency response system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and County laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach, but such willful and repeated breaches shall constitute a material breach.

(2) Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under Agreement.

(3) Willful failure by Contractor to maintain equipment in accordance with good maintenance practices.

(4) Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period.

(5) Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Bidders during a subsequent proposal cycle.

(6) Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations.

(7) Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance.

(8) Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures.

(9) Repeated failure of Contractor to meet response time compliance, meet in good faith to collaboratively address outliers, and/or Clinical Performance Measure requirements after receiving notice of non-compliance from ICEMA Administrator.

(10) Repeated failure of Contractor to pay any liquidated damages to ICEMA on or before the 30th day after receipt of the invoice.

(11) Failure to employ Key Personnel or suitable replacement(s) approved by and performing to the satisfaction of ICEMA Administrator and/or ICEMA Medical Director at any time during the course of this Agreement term.

(12) Failure of Contractor to provide and maintain the required insurance as described in Exhibit 4.

(13) Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, response time data, or financial data, within the time periods specified.

(14) Any failure of performance, clinical or other, which is determined by the ICEMA Administrator and confirmed by the ICEMA Medical Director to constitute an imminent threat to the general public health and safety.

(15) Failure of Contractor to comply with the vehicle lease provisions, if applicable.

13.3 COUNTY'S REMEDIES

A. Termination:

(1) If conditions or circumstances constituting a material breach exist, County shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement. Termination shall not affect any rights or obligations of the parties that accrued prior to the date of termination.

(2) In the event of an uncured material breach, County shall also have the right to demand and draw upon the performance security bond or irrevocable letter of credit in full.

B. Emergency Takeover

(1) The County shall have the right to pursue Contractor for damages and the right of Emergency Takeover including, but not limited to as set forth in Section XIII in accordance with Section 13.7 of this Agreement.

(2) All County's remedies shall be non-exclusive and shall be in addition to any other remedy available to the County.

13.4 PROVISIONS FOR CURING MATERIAL BREACH

A. Specifications:

(1) In the event the County Board of Supervisors determines that there has been a material breach by Contractor of the standards and performances as described in this Agreement, which breach represents an imminent threat to the general public health and safety, such action shall constitute a material breach of this Agreement. In the event of a material breach, County shall give Contractor written notice, by regular mail, return receipt requested, setting forth with reasonable specificity the nature of the material breach.

(2) Except where ICEMA Administrator determines that the breach presents an imminent threat to the general public health and safety requiring an immediate termination of this Agreement,

Contractor shall have the right to cure such material breach within thirty (30) days of delivery of such notice and the reason such material breach endangers the public's health and safety. However, within forty-eight (48) hours of receipt of such material breach notice, Contractor shall deliver to ICEMA, in writing, a plan of action to cure such material breach. If, within ICEMA's sole determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to ICEMA within 48 hours, ICEMA may take over Contractor's operations in accordance with Section 13.7 of this agreement. Contractor shall cooperate completely and immediately with ICEMA to affect a prompt and orderly transfer of all responsibilities to ICEMA.

(3) Contractor shall not be prohibited from disputing any such finding of material breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a

(4) Emergency Takeover has been completed.

(5) Contractor's cooperation with and full support of such Emergency Takeover shall not be construed as acceptance by Contractor of the findings and material breach and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with the County to affect a smooth and safe takeover of operations, shall itself constitute a breach of this Agreement, even if it was later determined that the original declaration of material breach by the County was made in error.

(6) For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by County, which cannot otherwise be resolved, early termination provisions that may be agreed to by the parties will supersede these specifications.

13.5 NO WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

13.6 TERMINATION

A. Written Notice:

(1) This Agreement may be canceled immediately by written mutual agreement of the Contractor and the County.

B. Failure to Perform:

(1) If Contractor fails to cure a material breach under the terms of Section 13.4 or the County invokes an Emergency Takeover in accordance with Section 13.7 of this Agreement, County, upon written notice to Contractor, may immediately terminate this Agreement. In the event of such termination, ICEMA may proceed with the Scope of Work (as detailed in the Request for Proposals [RFP] Section IV) in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be partially supported by securing any sum due Contractor under this Agreement or from third-party payors or clients who have paid

Contractor a fee for services within San Bernardino County, without prejudice to County's rights otherwise to recover its damages. ICEMA and Contractor may meet and confer regarding the County's assumption of sums due to Contractor.

13.7 EMERGENCY TAKEOVER

A. Specifications:

(1) In the event ICEMA reasonably determines that an actual, anticipated or threatened material breach has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in the ICEMA Executive Officer's sole determination, such that general public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct the deficiency (as outlined in Section 13.1), the matter shall be presented to the Board of Supervisors. If the Board concurs that a breach has occurred, and that general public health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with County to affect an immediate takeover by ICEMA of Contractor's ambulances, comfort stations, and accounts receivables. Such takeover shall be effective within not more than 72 hours after Board of Supervisors' action.

(2) In the event of an Emergency Takeover, County may lease for a period of twelve (12) months any and all service vehicles used by the Contractor in the performance under the Agreement, including, but not limited to, fully equipped ambulances and Supervisor vehicles, in accordance with the lease form attached as for one dollar ($1.00) per month per vehicle, see Exhibit 7. County may also lease Contractor's comfort stations for one dollar ($1.00) per month per station. County shall have full use of vehicles and equipment and may, at County's sole option, hire another company or entity approved by ICEMA to manage ambulance operations until a replacement provider for the EOA is selected through a procurement process conducted by ICEMA in accordance with the California Emergency Medical Services Authority (EMSA) requirements.

(3) Contractor shall fully cooperate if County elects to lease any or all service vehicles pursuant to the above provision. Alternatively, County may elect to purchase the vehicles at their depreciated value as of the date of such election. County shall have sole discretion as to which vehicles it leases, subleases, or purchases pursuant to these provisions.

(4) Contractor shall deliver ambulances and comfort stations to ICEMA in mitigation of any damages to County resulting from Contractor's material breach. All funds recovered, and equipment leased, subleased, or purchased from Contractor by County will be used for the sole purpose of ensuring continuous emergency ambulance services, including 911 emergency response. Examples of how funds will be used are: personnel salaries and benefits, equipment and supplies, building and vehicle lease payments, and insurance premiums.

(5) ICEMA shall have the right to authorize the use of Contractor's vehicles, equipment and comfort stations by another company or entity. Should County require a substitute Contractor to obtain insurance on equipment, vehicles, or rest stations, or should County choose to obtain insurance on vehicles/equipment/rest stations, Contractor shall be a "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

(6) All of Contractor's vehicles and related equipment necessary for provision of emergency

ambulance services, including 911 emergency response under this Agreement will be delivered to ICEMA during an Emergency Takeover period. Contractor shall maintain and provide to ICEMA a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any, and all comfort station locations. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide emergency ambulance services, including 911 emergency response hereunder shall be reported to ICEMA within thirty (30) days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of Emergency Takeover.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 05 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By ► _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Nathan Cooke
(Print or type name of person signing contract)

Title Interim Director
(Print or Type)

Dated: November 30, 2023

Address 1743 Miro Way Rialto CA 92376

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____	►	►
John Tubbs II, Deputy County Counsel		
Date 11-28-23	Date	Date

EXHIBIT 1 - DEFINITIONS

Accredited Center of Excellence (ACE) - Accreditation awarded by International Academies of Emergency Dispatch to dispatch centers that show clear evidence of compliance and consistent performance to standards.

Advanced Life Support (ALS) - Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

Agreement - The contract between San Bernardino County and Contractor awarded pursuant to an RFP.

ALS Unit - An ambulance specially equipped to provide advanced life support services, staffed by at least one EMT and one Emergency Medical Technician (EMT)-Paramedic.

Ambulance - Any vehicle specially constructed, modified, or equipped licensed by the California Highway Patrol if required and used for transporting sick, injured, infirmed, or otherwise incapacitated person and capable of supporting Basic Life Support (BLS) or a higher level of care.

Ambulance Unit - An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Ambulance Zone - The Comprehensive Service Area for San Bernardino County includes (EOAs 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11 and 12a). The Comprehensive Service Area includes 11 EOAs.

Automated External Defibrillation (AED) - A procedure to deliver electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

Ambulance Service - The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance.

AVL - Automatic vehicle locator.

Bariatric Ambulance - An ambulance vehicle modified to carry the severely obese. They have extra-wide interiors and carry "bariatric stretchers" and specialized lifting gear that is capable of carrying very large patients.

Basic Life Support (BLS) - Health and Safety Code Section 1797.60, Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Business Day - Monday through Friday except for holidays as observed per the California Government Code 6700 et seq., or by San Bernardino County.

Cal OSHA - As defined in Health and Safety Code Section 1797.60.

California Division of Occupational Safety and Health Agency (CAL OSHA) - State agency that protects and improves the health and safety of working individuals in California.

Call Reception - The process of answering the telephone and processing information for the caller in an emergency dispatch center.

Call Prioritization - A process in which service requests are prioritized based on predefined and audited criteria.

Cardiopulmonary Resuscitation (CPR) -An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

CARES - The Cardiac Arrest Registry to Enhance Survival or CARES was initiated in 2004 as an agreement between the Center for Disease Control and Prevention and the Department of Emergency Medicine at Emory University. CARES was developed to help communities determine standard outcome measures for out-of-hospital cardiac arrest locally allowing for quality improvement efforts and benchmarking capability to improve care and increase survival.

Commission on Accreditation of Ambulance Services (CAAS) - An independent Commission established to set a comprehensive series of standards for the ambulance service industry designed to help increase operational efficiency and decrease risk and liability across the entire spectrum of the organization.

Comprehensive Service Area - The Comprehensive Service Area for this Agreement includes (EOAs 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11 and 12a).

Computer-Aided Dispatch (CAD) - A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation, and real-time maintenance of incident database, and providing management information.

Continuous Quality Improvement (CQI) - The approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Contract Materials - Finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

Contract - The agreement between San Bernardino County, and Contractor awarded pursuant to an RFP.

Contractor - The person or entity awarded a Contract in conformance with the terms of this agreement and any subsequently agreed-upon terms.

County Data - All information, data, and other content, including Confidential Information and other information whether or not made available by ICEMA, San Bernardino County or San Bernardino County's agents, representatives, or users, to a Contractor or potential Contractor or their employees, agents, or representatives, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

County Systems - The information technology infrastructure of San Bernardino County or any of its designees, including computers, software, databases, networks, and related electronic systems. County - San Bernardino County

Critical Care Transport (CCT) – Ambulances staffed with a paramedic or registered nurse, trained at the critical care transport level to provide a higher level of care to patients being transported between licensed healthcare facilities. ICEMA Policy 8020 also allows for a Respiratory Therapist as part of a CCT team.

Deployment - The procedures by which ambulances are distributed throughout the service area. The deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Time - Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Electronic Patient Care Report (ePCR) - A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency - Any real or self-perceived event that threatens life, limb, or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance - An aircraft with emergency medical transport capabilities staffed with at least two (2) ALS providers.

Emergency Ambulance - Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call - A real or self-perceived event where the EMS system is accessed by the 911 emergency access number, a 7-digit non-emergency line, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) - An approved receiving department within a licensed hospital.

Emergency Medical Dispatch (EMD) - Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call, and resource priority, and pre-arrival instruction.

EMS Agency – San Bernardino County has joined with Mono and Inyo counties through a Joint Powers Authority (JPA) to create a collective EMS Agency known as Inland Counties Emergency Medical Agency (ICEMA).

EMS Medical Director – shall mean the ICEMA Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Emergency Medical Services (EMS) - This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System - The EMS System consists of those organizations, resources, and individuals from whom some action is required to ensure a timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) - An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued according to that code.

Emergency Medical Technician-Paramedic (EMT-P) - Individual whose scope of practice to provide ALS is according to the California Code of Regulations and who has a valid license issued according to the California Health and Safety Code.

Enroute - The elapsed time from unit alert to unit enroute.

Exclusive Operating Area (EOA) - An EMS area or subarea defined by the emergency medical services plan for which a local EMS Agency, upon the recommendation of a county, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support as defined in California Health and Safety Code Section 1797.85.

Fire First Responder - BLS and ALS Fire departments in San Bernardino County.

First Responder ALS - Advanced Life Support fire departments or Contractor provided Quick Response Vehicle (QRV) in San Bernardino County.

First Responder BLS - Basic Life Support fire departments in San Bernardino County.

First Responder - An agency with equipment and staff (e.g., fire department, police, or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Force Majeure - An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Fractile Response - A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response is calculated as a percentage of the total number of calls. A 90th percentile, or 90 percent, the standard is most commonly used.

Geographical Information Systems (GIS) - A framework for gathering, managing, analyzing and mapping data.

Global Positioning System (GPS) - A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) - Legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) - Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

ICEMA Policies and Protocol Manual – The policies and protocols directing the medical operations of emergency medical services for ICEMA participants.
http://www.sbcounty.gov/icema/main/policies_and_protocols.aspx

Inland Counties Emergency Medical Agency (ICEMA) – The regional EMS agency representing San Bernardino, Inyo, and Mono Counties.

Inter-Facility Transports (IFT) - Ambulance transports between healthcare facilities, typically non-emergency following EMS Agency Policy.

Key Employee - Employees of the Contractor jointly identified by ICEMA and the Contractor as possessing unique skill and experience that was a material consideration in EMS Agency's decision to award a contract.

LEMSA - Local EMS Agency

Medical Priority Dispatch System (MPDS) - A set of established protocols utilized by dispatchers to determine the level of response necessary.

MDC - Mobile data computer (also known as MDT- Mobile Data Terminal)

Multi-Casualty Incident (MCI) - An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be overwhelmed, including delays in treatment of patients with relatively minor injuries or illnesses.

Medical Base Hospital - The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Medical Director - The San Bernardino County ICEMA Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Medical Protocol - Written standards for patient medical assessment and management.

Mutual Aid/Mutual Assistance - Refers to 1) responses into the San Bernardino County Comprehensive Service Area from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2) responses by the Contractor to service areas outside the San Bernardino County Comprehensive Service Area for the purpose of assisting the ground transport provider in an adjacent service area.

National Incident Management System (NIMS) - A systematic, proactive approach to guide departments and agencies at all levels of government, non-governmental organizations, and the private sector to work together seamlessly.

Occupational Safety and Health Agency (OSHA) - Federal agency that protects and improves the health and safety of working individuals.

Online Compliance Utility (OCU) - Software that interprets real-time CAD and ePCR data to produce reports and online tools to track EMS system effectiveness and compliance.

On-Scene - The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle has stopped. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law enforcement to determine it is safe to enter. If an off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of a paved roadway or closed gate.

Paramedic - An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also, known as an EMT-P.

Peak-Load Staffing - The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

Post - A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Priority Dispatching - A structured method of prioritizing requests for an ambulance and first responder services, based upon highly structure telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Priority 1 Call -A potentially Life-Threatening Emergency Response

Priority 2 Call -A non-Life-Threatening Emergency Response

Priority 3 Call - A non-Emergency Response

Priority 4 Call - A non-Emergency interfacility Transport

Productivity - The measures of work used in the ambulance industry that compare the used resources (unit hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

PST - Pacific Standard Time, including Pacific Daylight Time when in effect.

Public Access Defibrillation (PAD) - A program that places automatic external defibrillators throughout communities.

Quick Response Vehicle (QRV) - A QRV is an authorized emergency non transport vehicle equipped at the ALS level.

ReddiNet - A web-based program designed to address resource management needs providing users the ability to understand the operational status of a hospital or emergency department in order to make critical operational decisions.

Release at Scene (RAS) - Patients refusing treatment and/or transport when the paramedic agrees

there is no need for care.

Response Time - The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Response Zone – Geographic areas classified as Urban, Suburban, Rural, and Wilderness as determined by population density. Response zones have differing response times.

ST-Elevation Myocardial Infarction (STEMI) - A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency Management System (SEMS) - A structure for coordination between the government and local emergency response organizations.

System Standard of Care - The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on- board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) -A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week.

Transport Volume - The actual number of requests for service that result in patient transport.

Unit Activation Time - The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is enroute to the scene.

Unit Hour - One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio - A measurement that is calculated by dividing the number of responses initiated during a given period of time by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

Utilization - A measure of work that compares the available resources (unit-hours) with the actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

EXHIBIT 2 - CONTRACTOR'S RATE STRUCTURE

Contractor shall be entitled to charge the following rate structure listed in Table 2.A:

Table 2A

Ambulance Rate Components	Projected Rate Structure FY 2024-2025 Collective Service Area (CSA) Inclusive Rates (Includes Urban, Suburban, Rural, and Wilderness)	
Mileage (A0425)	$	66.02
ALS Non- Emergency Base Rate (A0426)	$	3,546.66
ALS Emergency Base Rate (A0427)	$	4,053.33
BLS Non-Emergency Base Rate (A0428)	$	2,533.33
BLS Emergency Base Rate (A0429)	$	3,166.66
ALS 2 Base Rate (A0433)	$	4,433.33
Critical Care Transport Base Rate (A0434)	$	5,066.66
Oxygen	$	350.00
Night Charge	$	400.00
Wait Time	$	50.00
EKG	$	225.00
12 Lead EKG	$	250.00

EXHIBIT 3 - SAN BERNARDINO COUNTY RESPONSE ZONE MAPS

Definition of Response Zone:

1. Urban - Census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 101 to 500 persons or more per square mile.

2. Suburban - Census places with a population density of 51 to 100 persons per square mile; or census tracts or enumeration districts without census tracts which have a population density of 51 to 100 persons per square mile.

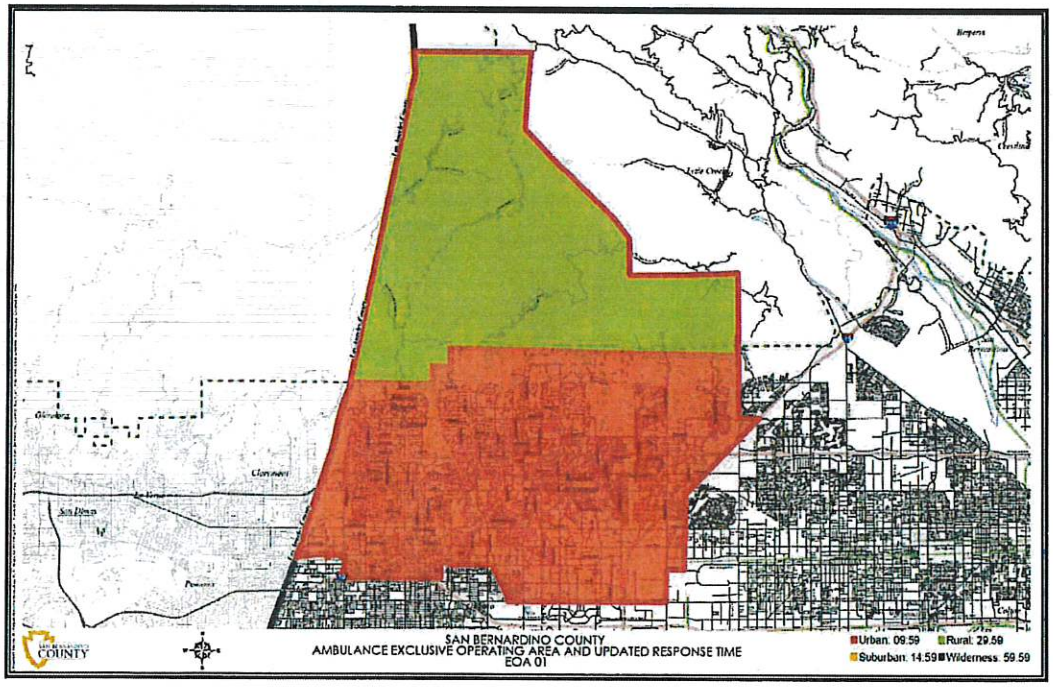
3. Rural - Census places with a population density of 7 to 50 persons per square mile; or census tracts or enumeration districts without census tracts with a population density of seven to 50 persons per square mile.

4. Wilderness - Census tracts or enumeration districts without census tracts that have a population of less than seven persons per square mile.

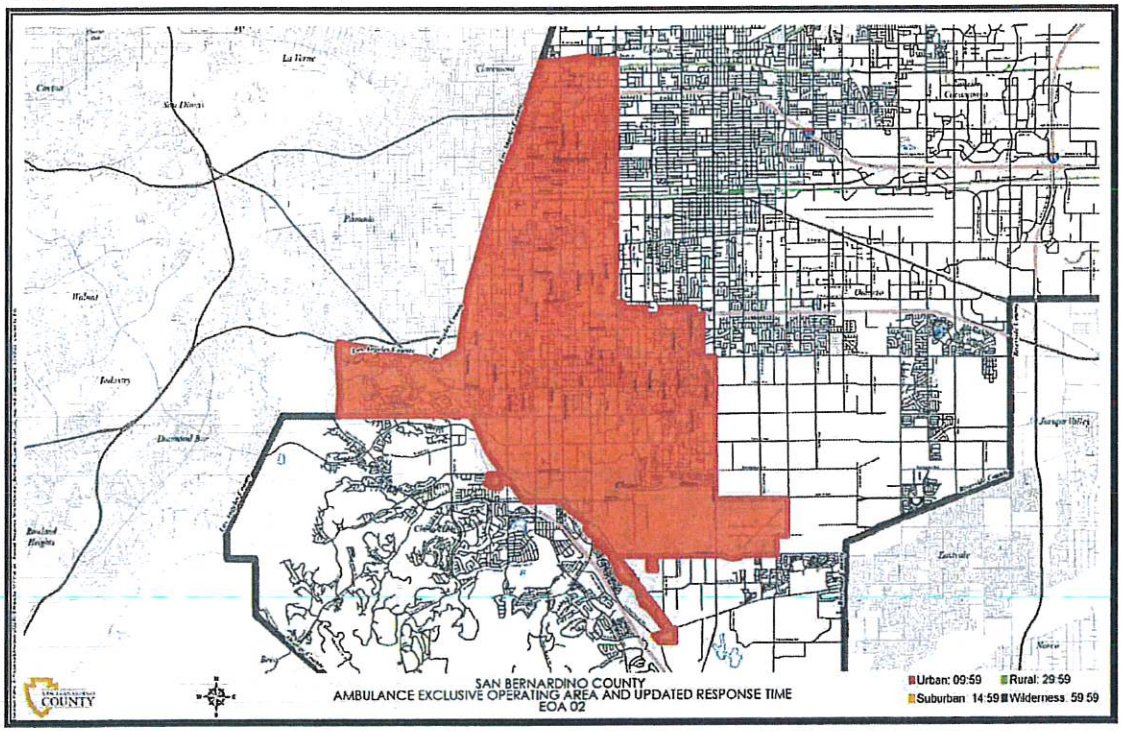
Electronic versions (GIS Shape files) of the maps below are available at:
https://www.dropbox.com/scl/fo/p3krg3bv2r5ogya1oh3xs/h?rlkey=g27krj8wlr2uugi2u8j6va5af&dl=0

Note: Maps were derived from 2020 Census data.
The following maps make up the Comprehensive Service Area EOAs

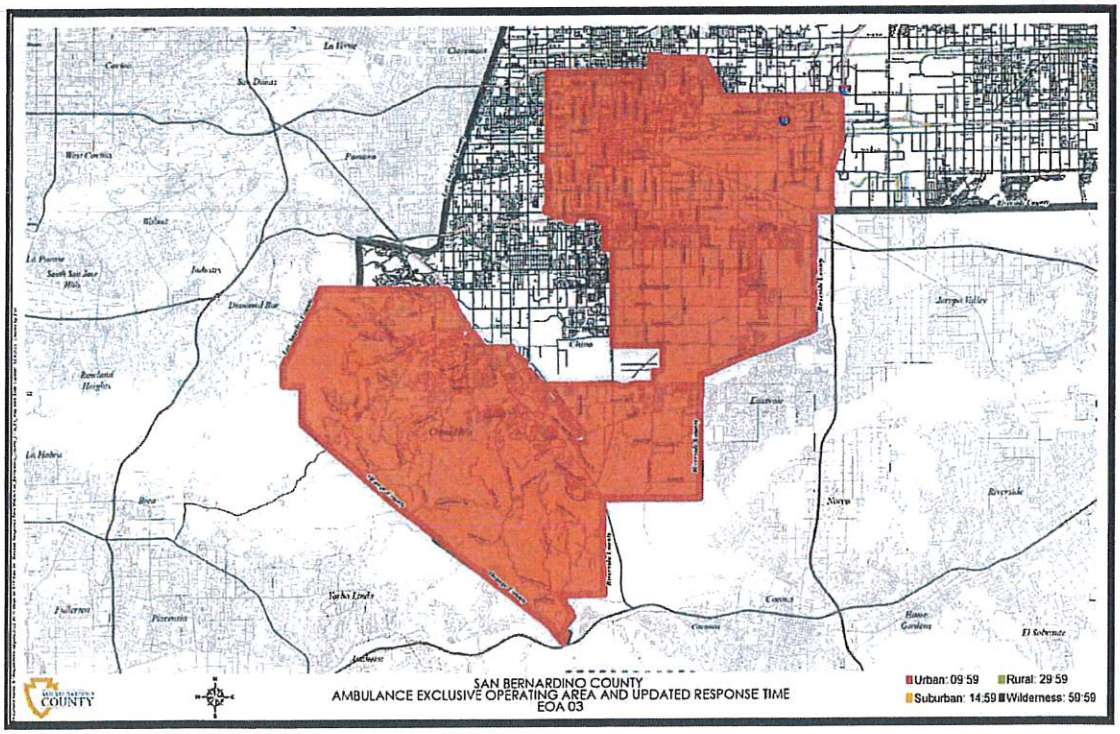
EOA 1



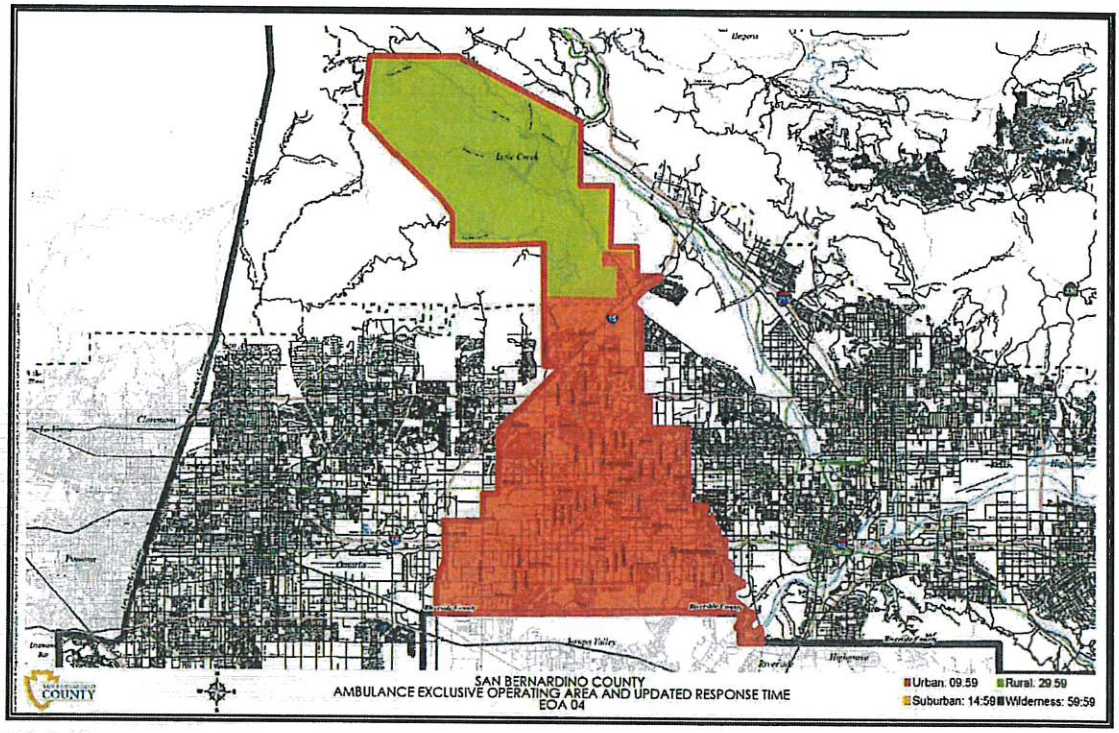
EOA 2


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 02
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

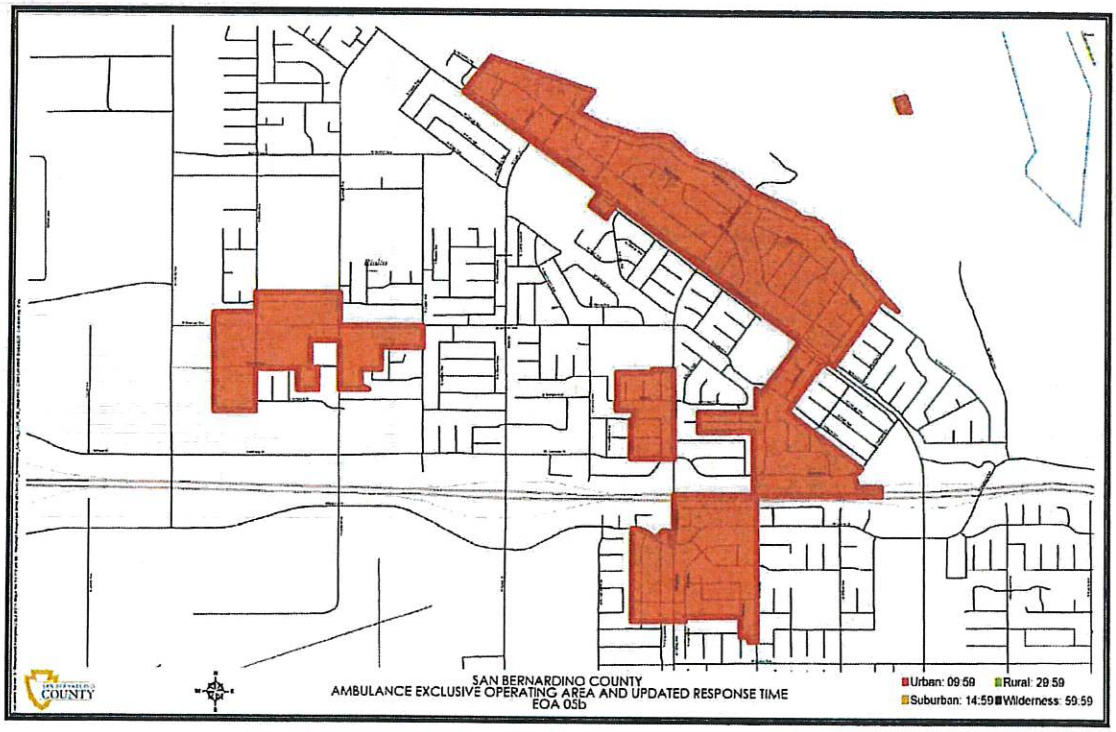
EOA 3


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 03
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

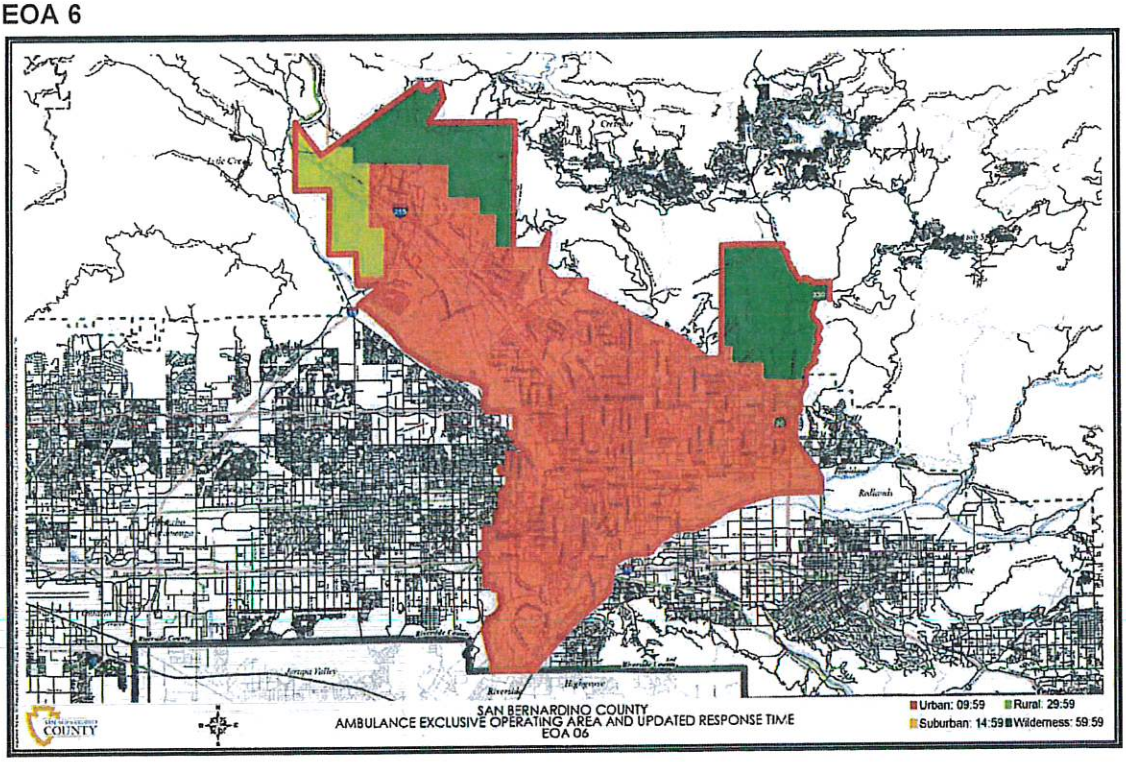
EOA 4


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 04
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

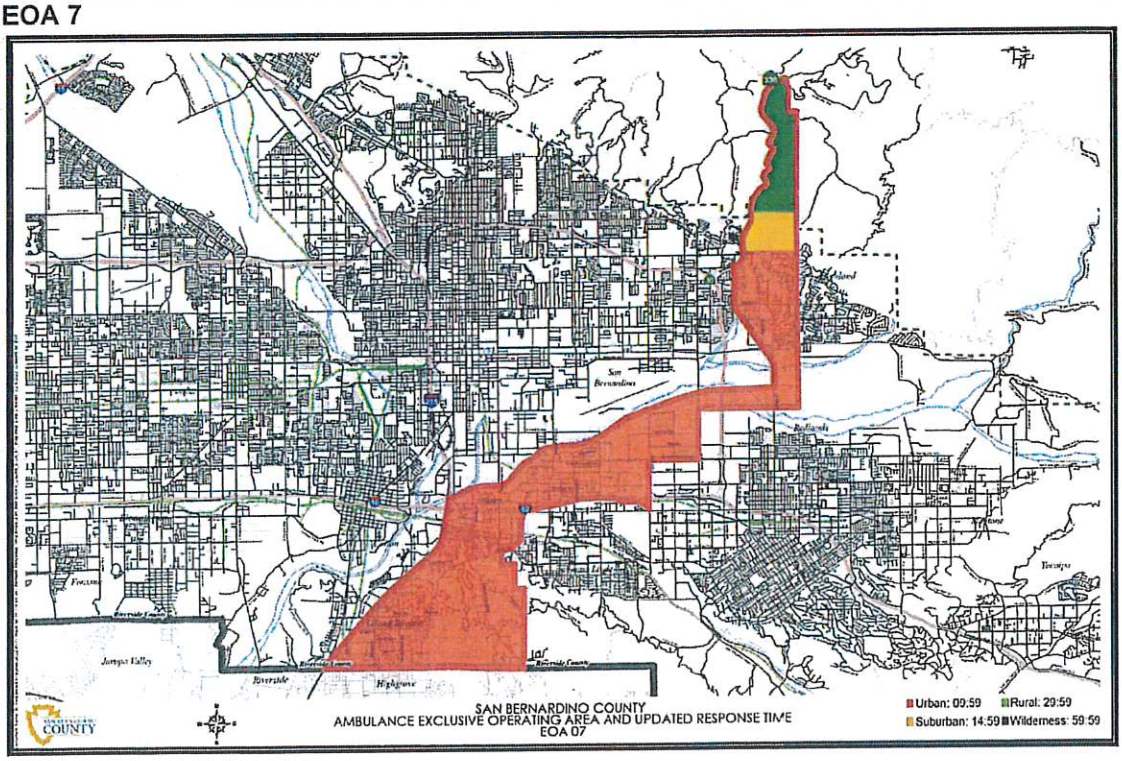
EOA 5b


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 05b
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

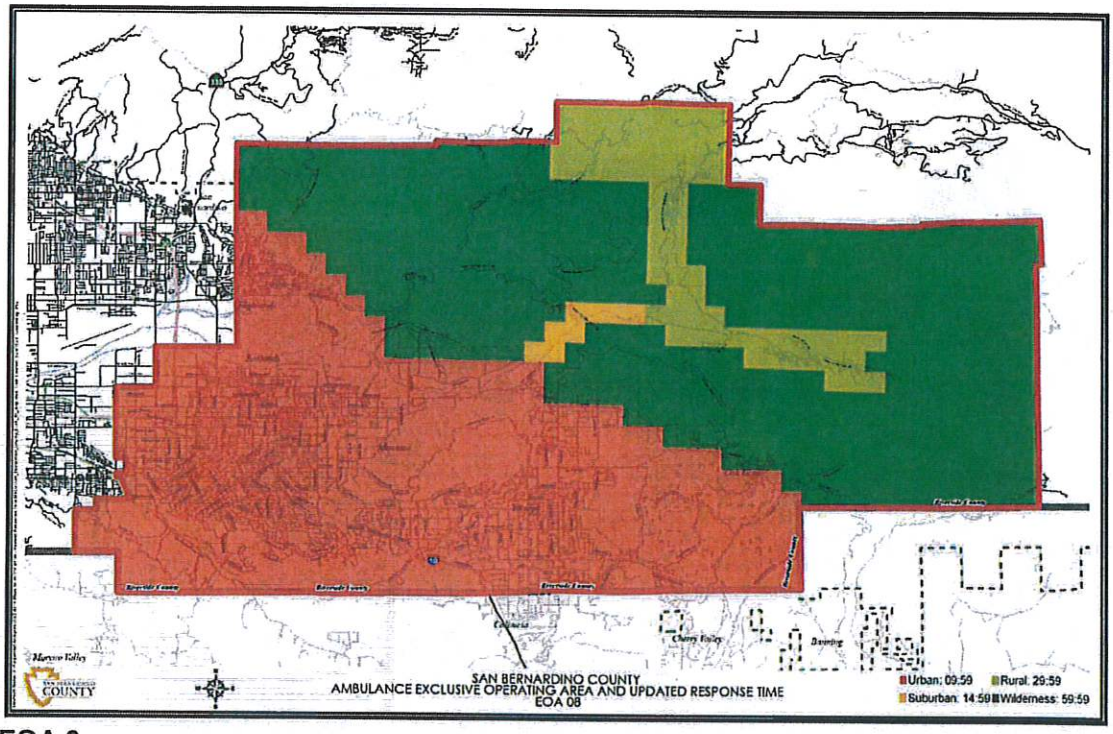
EOA 6


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 06
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

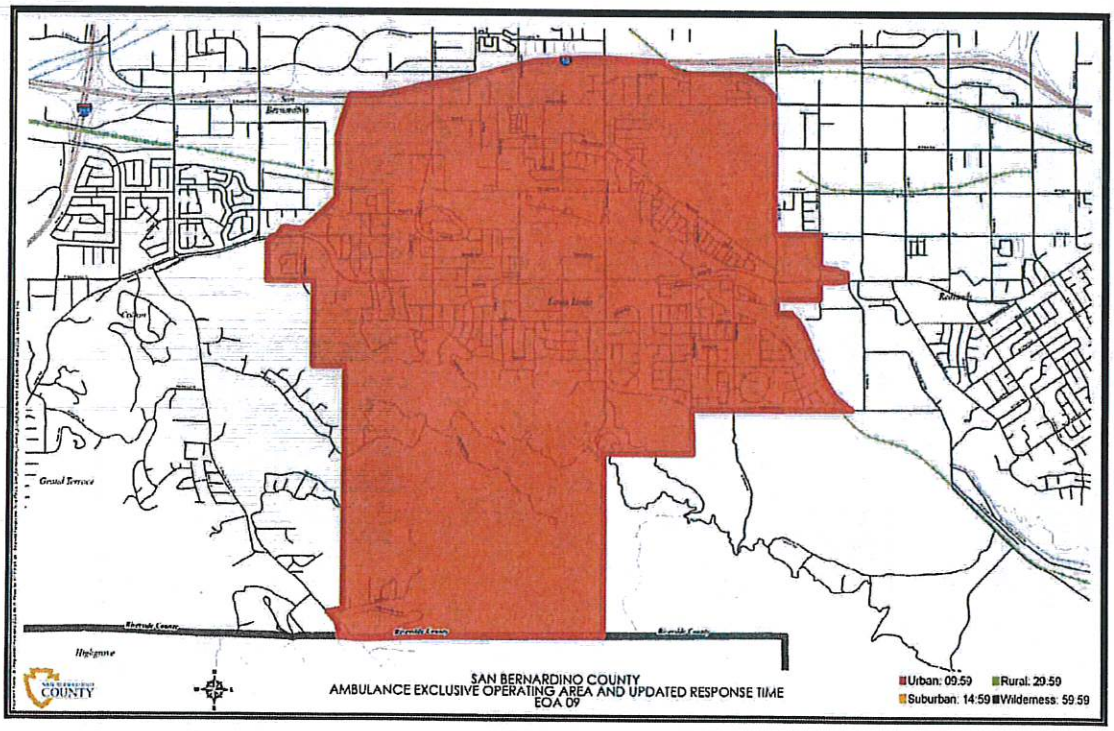
EOA 7


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 07
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

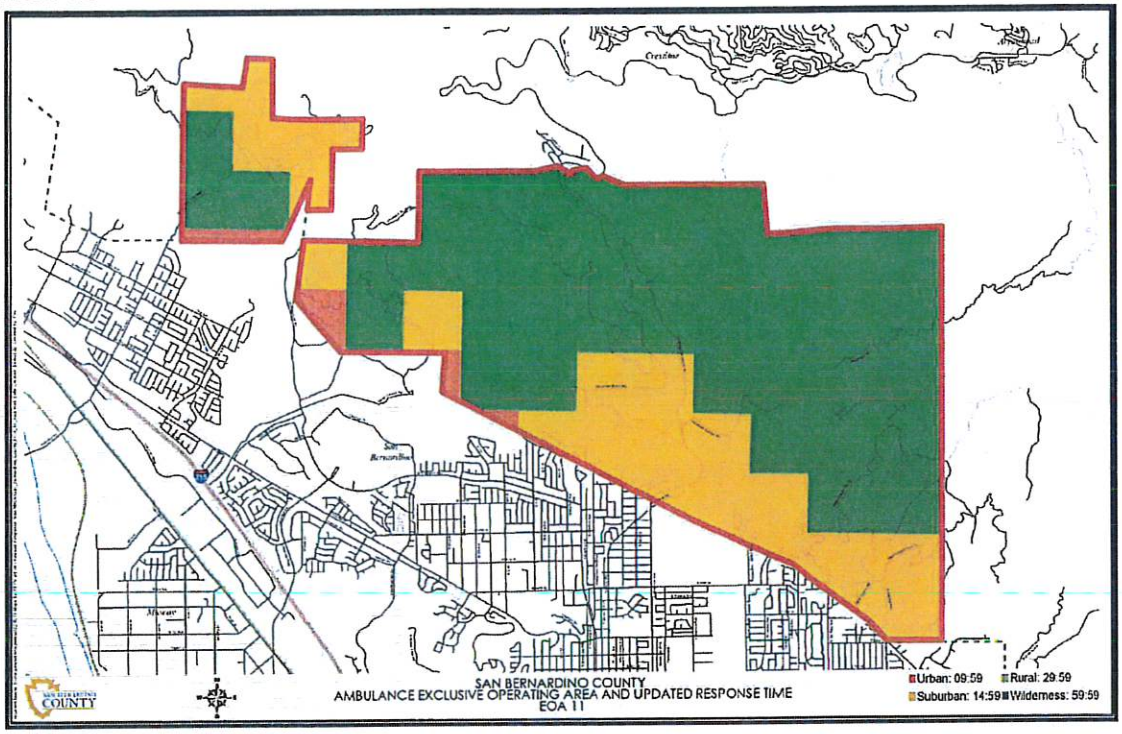
EOA 8


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 08
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

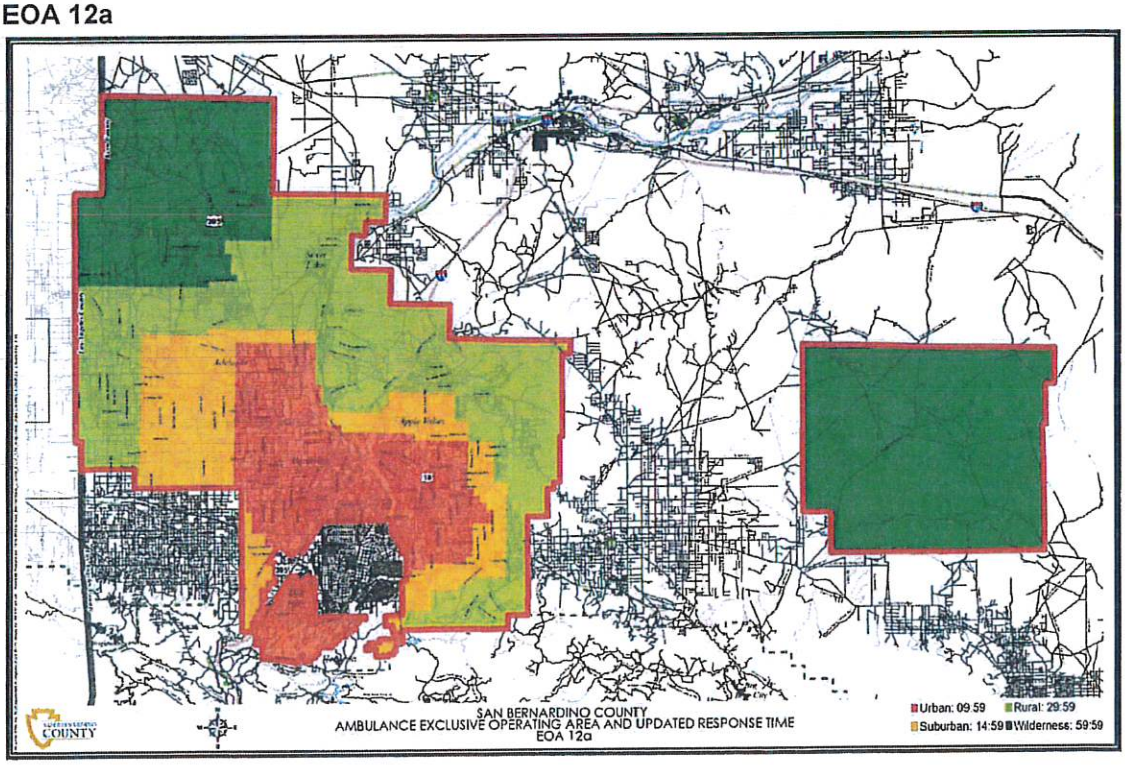
EOA 9


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 09
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

EOA 11



EOA 12a



Comprehensive Service Area

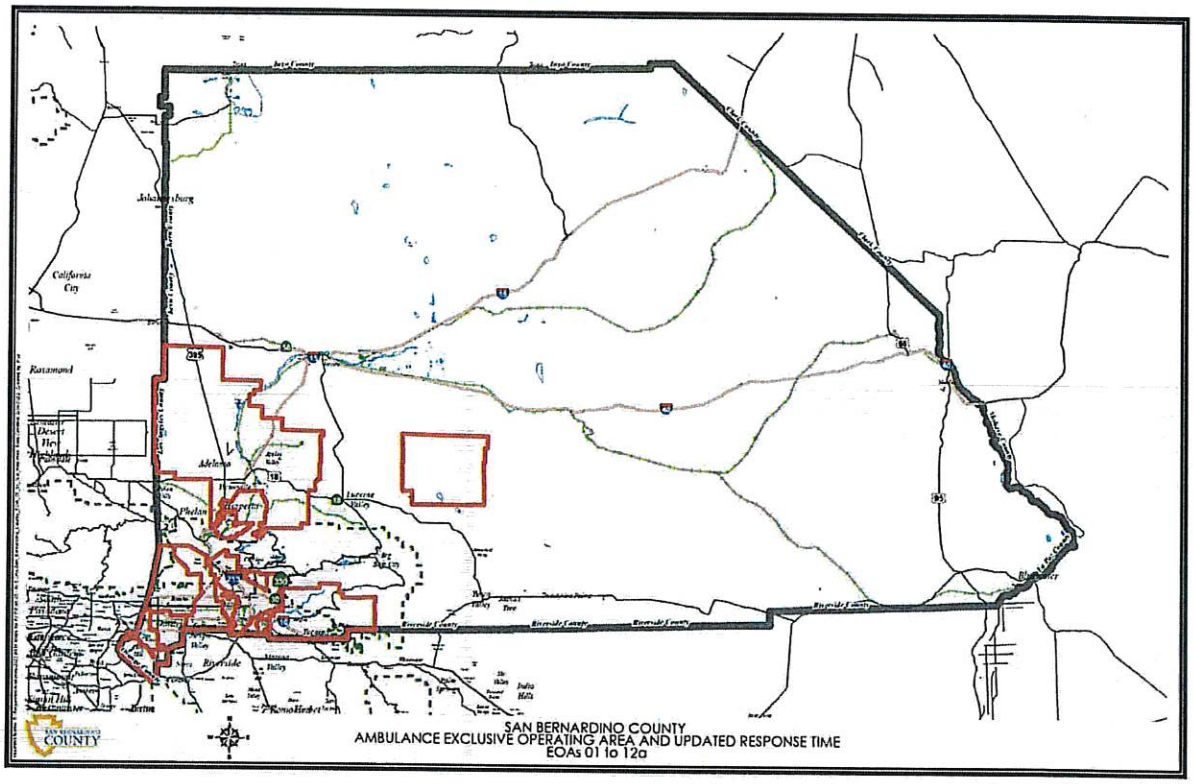


EXHIBIT 4 - MINIMUM INSURANCE REQUIREMENTS

Contractor shall provide proof of insurance or a letter from their insurance company/underwriter of their ability to obtain and maintain the minimum insurance coverage in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement. If Contractor is self-insured, Contractor shall document its capability to provide similar coverage or assurance of coverage consistent with the insurance requirements.

General Liability (Including operations, products, and completed operations, as applicable.)	The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars ($5,000,000), per occurrence. The policy coverage shall include: a. Premises operations and mobile equipment. b. Products and completed operations. c. Broad form property damage (including completed operations). d. Explosion, collapse, and underground hazards. e. Personal injury. f. Contractual liability. g. $10,000,000 general aggregate limit.
Automobile Liability	Primary insurance coverage shall be written on an International Organization for Standardization (ISO) Business Auto coverage form for all owned, hired, and non- owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than five million dollars ($5,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of ten million dollars ($10,000,000) for bodily injury and property damage per occurrence.
Workers' Compensation	A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

Umbrella Liability Insurance	An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
Employers' Liability	$1,000,000 - each accident, $1,000,000 policy limit bodily injury by disease. $1,000,000 each employee bodily injury by disease.
Professional Liability (Errors and Omissions)	Professional Liability – Professional Liability Insurance with limits of not less than ten million ($10,000,000) per claim and twenty million ($20,000,000) aggregate limits. or Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than ten million ($10,000,000) and twenty million ($20,000,000) aggregate limits or If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
Abuse/Molestation Insurance	Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

Environmental Liability	In addition to the Basic Requirements/Specifications for all Contracts, any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements: a. Environmental Liability Insurance with a combined single limit of not less than five million ($5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions. b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
Cyber Liability	Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $5,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
Performance Security	The Proposer must be able to obtain and maintain in full force and effect, throughout the term of the contract a performance guarantee in the form of a performance security bond or an irrevocable Letter of Credit, in the amount of twenty million dollars ($20,000,000) payable without condition to San Bernardino County, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County full and faithful performance of all of the terms and provisions of this contract to be performed by the Contractor, and as said contract may be amended, supplemented or extended. If using a performance bond, it must be issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County.

EXHIBIT 5 - RESPONSE TIME & LIQUIDATED DAMAGES

FirstWatch OCU will provide the format for response time compliance and calculation of liquidated damages. For additional information on liquidated damages and response times, see Section 5.8.

Advanced Life Support and Basic Life Support response times per response area:

Response Priority	Urban	Suburban	Rural	Wilderness
Code 3 ALS	9:59	14:59	29:59	59:59
Code 2 ALS/BLS	15:59	22:59	44:59	99:59

Extended response times apply only to Code 2 and 3 priority level calls:

Extended Response Times					
Priority Level	Urban	Suburban	Rural	Wilderness	Liquidated Damages
Code 3	>19:59	> 24:59	> 39:59	>69:59	$500
Code 2	> 25:59	> 32:59	> 54:59	>109:59	$500

Interfacility Transports (IFT) and Critical Care Transports (CCT)

Response Term	Compliance Standard
Emergency ALS IFT	09:59 minutes
Non- Emergency Pre-Scheduled IFT > 2 hours	+/- 15 minutes of scheduled time
CCT	59:59 minutes

A. If the Contractor falls below the 90th percentile in any EOA or response area, a Liquidated Damage assessment of $10,000 per EOA/response area per month will be applied. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

B. If the Contractor fails to meet minimum response times in the same EOA or response area for a second consecutive month without adding the additional unit hours approved, a $50,000 Liquidated Damage assessment will be applied. The Contractor will be required to add additional ambulance unit hours until compliance is achieved.

C. If the Contractor is out of compliance in multiple EOAs or response areas more than three times in a year, a $75,000 Liquidated Damage assessment will be applied, in addition to Liquidated Damages noted in item A above. The Contractor will be required to add additional ambulance unit hours as a cure.

D. If the Contractor is not successful in curing underperformance following these measures, the Contractor may be considered in Breach of Contract.

RESPONSE TIME & LIQUIDATED DAMAGES EXAMPLE TABLE

EOA XX Example								
911 Responses		Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages	Contract Reference
Code 3	Urban	9:59	1750	1700	50	97.14%		Section V, Operations, 5.1, A, (1). 5.2 B, (2), (7) & (8). Exhibit 5
	Suburban	14:59	300	250	50	83.33%	$10,000 + Root Cause Analysis + Add Unit Hours	
	Rural	29:59	40	35	5	87.50%	No LD until minimum of 100 calls reached	
	Wilderness	59:59	2	2	0	100.00%		
Code 2	Urban	15:59	650	575	75	88.46%	$10,000 + Root Cause Analysis + Add Unit Hours	
	Suburban	22:59	290	275	15	94.83%		
	Rural	44:59	190	150	40	78.95%	$10,000 + Root Cause Analysis + Add Unit Hours	
	Wilderness	99:59	110	110	0	100.00%		
Subtotal							$30,000	

Extended Response Times		Maximum Extended Response Time	Over Maximum	Liquidated Damages	
					Response times more than ten (10) minutes over the applicable response time shall be considered an Extended Response
Code 3	Urban	19:59	2	$1,000	Audit all Extended Responses to identify root cause. Review ePCR to determine if any negative outcome may be attributed to the Extended Response
	Suburban	24:59	0		
	Rural	39:59	1	$500	
	Wilderness	69:59	0		
Code 2	Urban	25:59	0		Audit all Extended Responses to identify root cause. Review ePCR to determine if any negative outcome may be attributed to the Extended Response
	Suburban	32:59	1	$500	
	Rural	54:59	0		
	Wilderness	109:59	0		
Subtotal				$2,000	

IFT Responses All EOAs Combined	Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages
Non- Emergency Pre-Scheduled IFT > 2 hours +/- 15 minutes of scheduled time		855	765	-90.00	89.47%	$10,000 + Root Cause Analysis + Add Unit Hours

CCT Responses All EOAs Combined	Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages
	59:59	155	139	-16	89.68%	$10,000 + Root Cause Analysis + Add Unit Hours
Subtotal						$20,000

Total Liquidated Damages for March 2024	$52,000

EXHIBIT 6 - CLINICAL PERFORMANCE MEASURES & LIQUIDATED DAMAGES

Summary of potential San Bernardino County EMS Clinical Performance Measures

Clinical Performance Measures:

Participation in State and National Benchmarking

ICEMA will require the submission of data consistent with Health and Safety (H&S) Code 1797.227 that would allow the County to participate in programs such as California EMS System Core Quality Core Measures Project, Cardiac Arrest Registry for Enhanced Survival (CARES), National Emergency Medical Services Quality Alliance (NEMSQA: formerly Emergency Medical Services [EMS] Compass), and Mission: Lifeline.

Inland Counties Emergency Medical Agency (ICEMA) EMS Clinical Performance Measures

ICEMA requires the Contractor to jointly develop Clinical Performance Standards based on the measures listed below. The agreed upon Clinical Performance Standards will be incorporated as performance requirements of this agreement through the Quality Improvement (QI) Plan as outlined in Section 7.3 and according to ICEMA policy. It is understood, due to the nature of Clinical Performance Standards, a phase-in period as defined in Section 7.7 may be necessary, and measures may not be completely defined at the beginning of the contract, but will be based on the ICEMA Policy and Protocol Manual, state regulations and current best practice. These may include assessment, treatment, communication, transport, documentation, and provide for a quantitative measurement standard, such as:

Assessment

- Blood Glucose measurement for patients with altered neurological function,
- 12-lead ECG obtained in patients with chest pain of suspected cardiac etiology,
- Injured patients assessed for pain,
- Estimate weight for pediatric patients.

Treatment

- Aspirin administered for chest pain of suspected cardiac etiology,
- Glucose or glucagon administered for hypoglycemia,
- Benzodiazepine administered for status epilepticus,
- Nitroglycerin administered for acute pulmonary edema,
- Albuterol administered for symptomatic asthma or Chronic Obstructive Pulmonary Disease (COPD),
- Pain management (pharmacologic or non-pharmacologic) if pain scale >2,
- End-tidal CO2 measured on every successful endotracheal intubation.

Communication and Transport:

- Prearrival hospital notification for stroke, ST-Elevation Myocardial Infarction (STEMI), or major trauma,
- Direct transport of a patient with a suspected stroke, STEMI, or meeting trauma triage criteria to appropriate designated specialty care center.

Documentation:

- For refusal of care or transport, documentation that patient has decisional capacity,
- Documentation of stroke scale assessment and time last known well for patients with stroke.

Summary of ICEMA EMS Clinical Performance Standards

The chart below summarizes the background and derivation of the Clinical Performance Standards.

	CA Core Measures[1]	NEMSQA[2]	Mission: Lifeline[3]	GAMUT[4]	Meyers et al[5]	TQIP[6]
Assessment						
Blood Glucose measured for Altered Mental Status	X	X		X	X	
12-lead Electrocardiogram (ECG) for chest pain			X			
Injured patients assessed for pain		X				
Pediatric weight estimation		X				
Treatment						
Aspirin for chest pain	X		X		X	
Nitroglycerin Sublingual Tablets (NTG) for chest pain or pulmonary edema					X	
Glucose given for hypoglycemia	X	X				
Benzodiazepine for status epilepticus		X			X	
Albuterol for asthma or COPD	X				X	
Treatment of pain if >2/10		X				
End-tidal CO2 for Endotracheal Intubation (ETI)						
Communication						
Pre-arrival hospital notification for stroke, STEMI, or major trauma	X		X			
Transport						
Stroke, STEMI, or major trauma to specialty care center	X	X	X		X	X

Additional Suggested Measures

- Medication Errors - Total annual or rate
- Ambulance accidents – Response or transport
- Mechanical issues delaying ambulance response or transport
- Near misses (clinical error that does not result in an adverse patient outcome)
- Patient complaints
- Patient satisfaction surveys
- EMS stakeholder and customer satisfaction surveys

Measurement of Clinical Performance

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing the level of effort is necessary to achieve the agreed-upon Clinical Performance Standards. As identified in the RFP, there are specific timelines for these to be developed in collaboration with ICEMA. It is understood that adequate time is being provided to determine a baseline measurement for each of the ongoing performance standards. The Contractor shall ensure EMS personnel are trained to current ICEMA standards in a manner consistent with this goal. Below are examples of Clinical Performance Measures used to indicate performance throughout EMS systems.

Example of Clinical Performance Standards	Emergency Medical Dispatch (EMD)	Basic Life Support (BLS)	Advanced Life Support (ALS)	911 Receiving Hospital	Specialty Care
Cardiac Arrest	1. Identification of cardiac arrest 2. High Priority Dispatch 3. Instructions for chest compressions	1. Confirm pulselessness 2. Cardiopulmonary Resuscitation (CPR) 3. Automated External Defibrillator (AED)	1. Cardiac Monitor 2. Vascular access 3. Medications ECG if ROSC		1. ECG if Return of Spontaneous Circulation (ROSC) 2. Primary Percutaneous Coronary Intervention (PCI) for STEMI 3. Targeted Temperature Management
Chest Pain - Non traumatic	1. Determine call acuity level	1. Assess Vital Signs 2. Administer O2, titrate SpO2 to > 94%	1. Cardiac monitor 2. 12-Lead ECG 3. Acetylsalicylic Acid (ASA)	1. 12-lead ECG within 10 minutes of arrival	1. 12-lead ECG within 10 minutes of arrival

Shortness of Breath	1. Identify high priority	1. O2 2. Assess	1. Assess O2 2. Albuterol for asthma/COPD 3. NTG for Pulmonary Edema		
Altered Neurological Function	1. Identify high priority	1. Assess vital signs 2. SpO2 3. Blood glucose 4. Treatment for low BG 5. Naloxone for suspected opioid overdose	1. Evaluate for stroke 2. Blood Glucose 3. Vascular Access 4. Treatment for low BG		1. If stroke suspected, Computed Tomography / Computed Tomography Angiography (CT/CTA)

Clinical Performance Standard Liquidated Damages

It is the goal of ICEMA to ensure the delivery of quality clinical care that adequately addresses the medical condition of all patients. To adequately implement these measures, a period of eighteen (18) months that begins with the commencement of the contract will be necessary to allow time to identify, test, implement a process to measure specific clinical performance and evaluate performance improvement strategies.

The Contractor shall work with ICEMA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates after the initial 18-month period. If the Contractor underperforms, based on baseline compliance rates, the Contractor shall conduct a comprehensive performance improvement process that includes identification of the root causes. The Contractor will be required to implement a corrective action plan. ICEMA's Medical Director will work in consultation with the Contractor to make recommendations and ICEMA's Medical Director will have final approval of any corrective actions prior to implementation. If the Contractor fails to identify, evaluate, and then implement a corrective action plan, Liquidated Damages shall be assessed.

The Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this contract will result in damage to ICEMA and the County. It will be impracticable to determine the actual amount of damage whether in the event of underperformance or nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and ICEMA agree to the process to establish Liquidated Damages specified in this contract. It is expressly understood and agreed that the Liquidated Damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as a reasonable estimate of the damages to the County.

If all corrective actions identified are implemented, no Liquidated Damages will be assessed.

The Contractor shall pay Liquidated Damages to ICEMA every quarter following the initial 12-month period that the Contractor fails to attain Clinical Performance Standards and understands that the Clinical Performance Standards will be periodically updated to reflect current medical standards. Liquidated Damages paid by the

Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement Plan, shall be established and assessed. The chart below is only an example. Baseline metrics will be set for each Clinical Performance Standard established for compliance as part of the Agreement. It is understood that these standards and baseline metrics will be established through a collaborative process and the standards and metrics will change and/or be modified over the terms of the contract. Contractor will be expected to meet the baseline metric for each clinical performance standard established.

The table below provides examples of *proposed* Clinical Performance Standards (actual performance standards will be established):

Clinical Performance Standard Examples	Baseline Metric	Under-performance	Damage Assessed	Under-performance	Damages Assessed	Under-performance	Considered Breach of Contract
Blood Glucose measurement for patients with altered neurological function	95%	85-94%	$1,500	75-84%	$3,000	Anything below 65% in a quarter	Notify of Contract Breach
Albuterol administered for symptomatic asthma or COPD	80%	75-79%	$1,500	65-74%	$3,000	Anything below 65% in a quarter	Notify of Contract Breach

The Contractor shall pay liquidated damages to ICEMA for the under-performance of Clinical Performance Standards as measured quarterly through the FirstWatch program, unless otherwise exempted by ICEMA. Exemptions include, but are not limited, to the following:

1. Verified equipment failure with appropriate documentation of reporting and resolution
2. Verified technical failure to upload 12-lead ECG
3. Communication failure for advance notice of trauma and stroke
4. Patient declines treatment and it is properly documented
5. Specialty Care Center unable to accept stroke, STEMI, or trauma patient.
6. Higher priority concerns take precedence (e.g., scene safety).

EXHIBIT 7 –EMERGENCY TAKEOVER LEASE AGREEMENT

THIS EMERGENCY TAKEOVER LEASE AGREEMENT (Lease) is entered into as of _____, 2024, between San Bernardino County (Lessee) and CONFIRE (Lessor or Contractor);

WHEREAS, Lessor and Lessee have entered into an Emergency Ambulance Services with Advanced Life Support Transport Agreement (911 Agreement), that permits the Lessee to take over the 911 system under certain conditions; and

WHEREAS, in the event of Lessee's takeover of the 911 system, Lessor desires to lease certain ambulances, certain items of equipment, and certain facilities (collectively "Equipment") specified on Leased Equipment Attachment hereto, to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Lease; and

WHEREAS, this Agreement shall only become effective upon a takeover by the County under the 9 11 Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. Lease of Equipment. Lessee leases from Lessor the Equipment specified on Schedule "A" Lessee hereby accepts the Equipment "as is" and Lessee shall be fully and completely bound by each and all of the terms and conditions hereof. Lessee acknowledges that at the time of takeover, Lessee shall fully inspect the Equipment and verify that the Equipment is in good condition and repair.

2. Conditions Precedent to Lease. The conditions precedent to this Lease being effective shall be: a) A declaration by Lessee that Lessor has committed a material breach under the 911 Agreement; b) that material breach has not been cured by Lessor within the cure period; c) Lessee terminates the 911 Agreement; and d) Lessee delivers to Lessor a written notice from the ICEMA Executive Officer or designee certifying that the County has elected to take over the 911 system, then Lessee shall take possession and control of the Equipment subject to the terms and conditions of this Lease.

3. Term. The term of this Lease shall commence upon Lessee's satisfaction of the conditions precedent in Section 2 immediately above and shall continue for the same period of time on a month-to-month basis not to exceed twelve (12) months.

4. Rent. Lessee shall pay Lessor monthly rent in advance for the Equipment in an amount outlined in Section 13.7 of the 911 Agreement. Any nonpayment of Rent or other amounts payable under this Lease within ten (10) days of Lessor's written notice to Lessee shall bear interest at the lower rate of: a) Twelve percent (12%); or b) the maximum amount allowed by law. The Equipment will be used for operating the 911 system. Lessee shall not remove the Equipment from the County EMS system without obtaining Lessor's prior written consent.

5. Maintenance. Lessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Term those maintenance agreements with respect to the Equipment required by this Lease or hereafter required by Lessor. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor for inspection during regular business hours at the location of such Equipment.

6. Return. Lessee shall, at its expense, return such Equipment to Lessor in the same condition as tendered, ordinary normal wear and tear from proper use excepted.

7. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any Lien on or with respect to any Equipment. Lessee, at its expense, shall promptly pay, satisfy, and take such other actions as may be necessary or reasonably requested by Lessor to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien.

8. Risk of Loss. Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, which shall occur prior to the return of such Equipment. In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with the Lease.

9. Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.

10. Insurance. Lessee shall, at its sole expense, carry and maintain insurance against such risks for the Equipment. Within five (5) days of Lessee taking possession and control of the Equipment, and, from time-to-time at Lessor's request, Lessee shall deliver to Lessor certificates of insurance or proof of self-insurance or other evidence reasonably satisfactory to Lessor showing that such insurance coverage is, and will remain in effect, in accordance with Lessee's obligations under this Section. Lessor shall not, however, cancel any insurance Lessor carries for the Equipment without notification to Lessee of Lessor's intent to cancel ten (10) days prior to any cancellation. Lessor's failure to timely inform Lessee of its intent to cancel any insurance shall void Lessee's liability under paragraph 9 (Risk of Loss) if Lessee fails to timely obtain insurance under this section.

11. Taxes and Fees. Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due, all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Lease or the Equipment, or accruing prior to Emergency Takeover.

12. Limited Warranty. Lessor, not being the manufacturer or vendor of the equipment, makes no other representation or warranty, express or implied, as to the suitability or fitness for any particular purpose, the quality of the material of the material or workmanship of the equipment.

13. Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if: a) Lessee fails to make any Rent payment as it becomes due in accordance with the terms of this Lease and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor; or b) Lessee violates any covenant, term, or provision of this Lease, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor.

14. Remedies. If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor at its option, may:

a. Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, or

b. By notice to Lessee immediately terminate this Lease, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Lease as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Lease only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee to use such Equipment for any purposes whatsoever.

15. Notices. Any consent, instruction or notice required or permitted to be given under this Lease shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor or Lessee, as the case may be, at their respective addresses set forth in the 911 Agreement or at such other address as Lessor or Lessee shall from time to time designate to the other party by notice similarly given.

16. Miscellaneous. This Lease (including the Leased Equipment Attachment hereto):
   a. Constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto.
   b. May be amended only by written instrument executed by both parties.
   c. May not be assigned by either party without the written consent of the other party.
   d. Shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
   e. Shall be interpreted and enforced in accordance with the laws of the state of California, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein.
   f. May be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and shall not be effective until executed by both parties.

17. Electronic Signatures. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

The parties executing this Lease Agreement warrant that they have full and complete legal authority to execute this Agreement on behalf of their agency.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

San Bernardino County

By: _____
Dawn Rowe, Chair, Board of Supervisors

Date: _____

CONFIRE

By: _____

Date: _____

LEASED EQUIPMENT ATTACHMENT

The leased items shall include:

1. All ambulance stations including, but not limited to, comfort stations utilized by Contractor at the time of an uncured breach or emergency takeover; and

2. All ambulances, bariatric ambulances, Supervisor vehicles, and support vehicles, not to total less than the maximum used at any point during the 911 Agreement prior to the emergency takeover and their associated medical equipment, medical supplies, and communication equipment, including but not limited to, information technology such as computers and mobile data gateways to perform emergency ambulance services as required by this Agreement; and

3. In addition, Contractor shall make available to the County its on-hand medical supply inventory located at its main headquarters in San Bernardino County.

ATTACHMENT A

REQUEST FOR PROPOSAL #: ICEMA23-ICEMA-4811 AND ADDENDA

Access by clicking the link below:

https://www.dropbox.com/scl/fo/p3krg3bv2r5ogya1oh3xs/h?rlkey=g27krj8wlr2uugi2u8j6va5af&dl=0

ATTACHMENT B
PROPOSAL (REFERENCE ONLY)

Access by clicking the link below:

https://www.dropbox.com/scl/fo/p3krg3bv2r5ogya1oh3xs/h?rlkey=g27krj8wlr2uugi2u8j6va5af&dl=0

ATTACHMENT 1

THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number 23-1282

SAP Number

County Administrative Office

Department Contract Representative	Daniel Munoz
Telephone Number	(909) 388-5807
Contractor	Consolidated Fire Agencies (CONFIRE)
Contractor Representative	Nathan Cooke
Telephone Number	(909) 356-2377
Contract Term	October 1, 2024 through September 30, 2029
Original Contract Amount	Not applicable
Amendment Amount	
Total Contract Amount	Not applicable
Cost Center	

Briefly describe the general nature of the contract: *Contract to provide ground ambulance services, including Advanced Life Support, Basic Life Support, Critical Care Transport, and Interfacility Transport services to 11 designated Exclusive Operating Areas (EOAs). This includes EOAs: 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11, 12a, also known as the Comprehensive Service area.*

Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County

Consolidated Fire Agencies (CONFIRE)
and
San Bernardino County

December 2023

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Agreement with CONFIRE For Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for Exclusive Operating Areas in San Bernardino County

This Agreement ("Agreement"), entered into this _____day of, 2023, by and between SAN BERNARDINO COUNTY, a political subdivision of the State of California, hereinafter called "County" and CONFIRE, hereinafter called "Contractor".

WITNESSETH:

IT IS HEREBY AGREED AS FOLLOWS:

WHEREAS, San Bernardino County (County) desires to contract for ground ambulance services, interfacility and critical care transport (Services) for designated Exclusive Operating Areas (Comprehensive Service Area) as described in Section 3.1 and as provided for in Section 1797.224 of the California Health and Safety Code; and

WHEREAS, the County has designated the Inland Counties Emergency Medical Agency (ICEMA) as its Local Emergency Medical Services Agency (LEMSA) and has determined that requests for emergency ambulance service shall be met through an integrated system of paramedic equipped and staffed ambulances and paramedic equipped and staffed first response vehicles; and

WHEREAS, Division 2.5 of the Health and Safety Code Sections 1797.224 and 1797.85 allows the LEMSA to create Exclusive Operating Areas (EOA) for emergency ambulance service and for advanced life support and contract with an ambulance provider through a competitive process for the provision of such services as more specifically hereinafter set forth; and

WHEREAS, the County conducted a competitive process in accordance with State law and County policy to find a Contractor to provide these services, and

WHEREAS, CONFIRE submitted a proposal in response to a competitive process which included the services of a subcontractor ambulance provider and such subcontractor services are a necessary part of this agreement, and

WHEREAS, a County Proposal Review Committee comprised of experts in healthcare services recommends CONFIRE as a qualified proposer; and

WHEREAS, on June 5, 2023, County issued a Notice of Intent to Negotiate for the Comprehensive Service Area with Contractor based on the Contractor's submitted proposal and after review and analysis of an independent evaluation panel; and

WHEREAS, the County finds Contractor qualified to provide ground ambulance services, interfacility and critical care transport services; and

WHEREAS Title 22 of the California Code of Regulations, at Section 100168 of Division 9, Chapter 4, Article 7, requires a written agreement for services; and

WHEREAS, County and Contractor wish to enter into this performance-based Agreement for the Contractor's provision of services; and

WHEREAS, Contractor will be responsible for the performance of its obligations according to the provisions of this Agreement and a subcontractor will not relieve Contractor of its responsibilities and obligations, and

WHEREAS, Contractor's subcontract with its ambulance subcontractor shall be subject to all terms and provisions of this Agreement, and

WHEREAS, the County desires that such services be provided by Contractor and Contractor agrees to perform these services as set forth below;

NOW, THEREFORE, the above Recitals are hereby incorporated herein, and County and Contractor mutually agree to the following terms and conditions:

SECTION I - ADMINISTRATION OF THE AGREEMENT AND TERMS

1.1 AGREEMENT ADMINISTRATION

The Inland Counties Emergency Medical Agency (ICEMA) shall represent the County in all matters pertaining to this Agreement and shall serve as the Agreement Administrator on behalf of the County. The Executive Officer, EMS ICEMA Administrator or designee may:

A. Audit and inspect the Contractor's operational, finance, patient care, and personnel records.

B. Monitor the Contractor's EMS service delivery and performance for compliance with standard of care as defined through law, regulation, ordinance, agreement, and EMS Agency policies and procedures; and

C. Provide technical guidance and/or direction, as ICEMA deems appropriate; and

D. Contractor and any subcontractors do, by this Agreement, agree to perform their said work and functions at all times in strict accordance with currently approved methods and practices in their field and that the sole interest of County is to insure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by the County concerned.

1.2 AGREEMENT TERM

Prior to or immediately following award and selection of Contractor's proposal by the San Bernardino County Board of Supervisors, Contractor shall have in place an executed subcontract for emergency ambulance services. This Agreement shall be effective upon the subcontract meeting the subcontracting requirements expressed in the County RFP, and approval and execution of this Agreement by Contractor and the County. This Agreement will be effective for five years.

A. Services shall commence on April 1, 2024, at 00:01 AM, Pacific Time and its initial term shall end at 23:59:59 hours, Pacific Standard Time on March 31, 2029, unless modified as set forth below.
B. In the event that the County is not able to approve this agreement by September 30, 2023, the commencement date for services shall be postponed for six months until October 1, 2024 and Contractor will cooperate in good faith with transitioning from the existing provider who will continue to provide services during the transition period. If the commencement date is postponed, the term shall end five years thereafter.

1.3 CREATION OF THE AGREEMENT

This Agreement and its Exhibits shall control the relationship between parties and act as the primary document and has been created from the Request for Proposal (RFP) #: ICEMA23-ICEMA-4811 dated December 20, 2022, and all addenda thereto and the Contractor's proposal in response to that RFP dated April 6, 2023, including supplemental submissions in response to questions by the County. In the event of an ambiguity or conflict between the terms of this Agreement, and the RFP, RFP addenda, or proposal, the terms of this Agreement shall control. In the event of inconsistent, ambiguous or unknown terms any such inconsistency, ambiguity or missing necessary terms shall be resolved in order of precedence, by referring to the terms, conditions, or statements first in this Agreement and Exhibits, second in the attached RFP (including the County standard terms in the RFP Contract Template) and its addenda, and third in the proposal.

1.4 CONDITIONS FOR EXTENSION OF THE AGREEMENT

ICEMA may recommend to the Board of Supervisors an extension of this Agreement for a second five-year term which shall end at 23:59:59 hours Pacific Standard Time on the date immediately preceding the fifth anniversary of the commencement date. County and Contractor agree that Contractor's performance in meeting and/or exceeding the terms and conditions of the Agreement shall be the primary determining factor considered for an Agreement extension. Any Agreement extension shall be mutually agreed to by the parties and set forth in a signed written agreement.

A. As outlined in Section 12.3 of this agreement, the County's Emergency Medical Care Committee (EMCC) shall annually submit to ICEMA Administrator its observations and recommendations following its review of the Contractor's annual performance in each of the following categories:

   (1) Overall compliance with the terms and conditions this Agreement.

   (2) Compliance with response time Standards.

   (3) Compliance to Clinical Performance Measures.

   (4) Effectiveness of quality management program in assuring the consistent delivery of high-quality clinical care.

   (5) Financial stability.

   (6) Cooperation of Contractor's personnel in collaborating with ICEMA and system stakeholders to deliver efficient, effective and compassionate prehospital care to the residents and visitors of the County.

   (7) Customer satisfaction.

   (8) Community engagement, including education and prevention activities.

B. ICEMA shall review the observations and recommendations of the EMCC and at the County's sole discretion, the ICEMA Administrator shall inform the Contractor in writing not later than one year prior to the expiration of this Agreement of the approval or denial of the 5-year term extension. Once an extension offer is provided to Contractor, Contractor has no more than 30 calendar days to reply in writing with the acceptance or denial of the contract extension offer.

1.5 INDEPENDENT CONTRACTOR

As expressed in Section 12.20, Contractor shall perform this Agreement as an independent Contractor. Contractor and the officers, agents, and employees of Contractor are not, and shall not be deemed, County employees for any purpose, including workers' compensation and employee benefits. Contractor shall, at Contractor's own risk and expense, determine the method and manner by which duties imposed on Contractor by this Agreement shall be performed; provided, however, that County may monitor the work performed by Contractor.

1.6 ASSIGNMENTS OR SUBCONTRACTING

A. Contractor will be responsible for the performance of its obligations according to the provisions of this Agreement and a subcontract will not relieve Contractor of its responsibilities and obligations.

Contractor's subcontract with an ambulance subcontractor, is a necessary requirement of this agreement and shall be subject to all terms and provisions including the qualifications in this Agreement and any subsequent Agreements. Nothing contained in the Agreement or otherwise, creates any contractual relationship between County and an ambulance subcontractor. Contractor agrees to be fully responsible to County for acts and omissions of its ambulance subcontractor.

B. Contractor's Ambulance Subcontractor
   (1) The Parties acknowledge and agree that:
      i. Contractor has entered into a written subcontract with a private ambulance service to perform services under, and obligations required by, this Agreement, in such subcontract is a necessary requirement for the performance of this agreement.
      ii. Contractor's private ambulance service subcontractor is an independent contractor of the Contractor.
      iii. References to "Contractor" may refer to Contractor, its private ambulance service subcontractor, or both Contractor *and* its private ambulance service subcontractor, as applicable.
      iv. Nothing in this Agreement shall be construed to create a "joint employer" relationship between County, Contractor, or the private ambulance service subcontractor and their respective employees.
      v. Contractor must provide a copy of such subcontract and any such amendments to the County.
      vi. Contractor shall not terminate the agreement or services of subcontractor without the County's written consent, in the County's sole discretion.

C. Contractor may subcontract ancillary services, such as billing; professional, legal, and advisory services; and fleet maintenance.

1.7 SPECIFIC PERFORMANCE

It is agreed that Contractor, including the agents, employees, and authorized subcontractors of Contractor, shall be the sole providers of the services required by this Agreement. Because the services to be performed by Contractor and subcontractor under the terms of this Agreement are of a special, unique, unusual, extraordinary, and intellectual or time-sensitive character which gives them a peculiar value, the loss of which cannot be reasonably or adequately compensated in damages in an action of law, County, in addition to any other rights or remedies which County may possess, shall be entitled to injunctive and other equitable relief to prevent a breach of this Agreement by Contractor.

SECTION II - NOTICES

2.1 AGREEMENT COMMUNICATION

All notices, requests, demands, or other communications under this Agreement shall be in writing. Notices shall be given for all purposes as follows:

A. Personal delivery: When personally delivered to the recipient, notices are effective on delivery.

B. First Class Mail: When mailed first class to the last address of the recipient known to the party giving notice, notice is effective three (3) mail delivery days after deposit in a United States Postal Service office or mailbox.

C. Certified Mail: When mailed certified mail, return receipt requested, notice is effective on receipt, if delivery is confirmed by a return receipt.

D. Overnight Delivery: When delivered by overnight delivery (Federal Express /United Parcel Service/OHL Worldwide Express) with charges prepaid or charged to the sender's account, notice is effective on delivery, if delivery is confirmed by the delivery service.

E. Electronic mail (email) transmission: When sent by email to the recipient known to the party giving notice, notice is effective on receipt, provided that: (1) a duplicate copy of the notice is promptly given by first-class or certified mail or by overnight delivery; or (2) the receiving party provides an email response confirmation of receipt. Any notice given by email after 5:00 p.m. (recipient's time) or a non-business day, shall be deemed received on the next business day.

F. Facsimile (fax): When sent by fax to the recipient known to the party giving notice, notice is effective on receipt, provided that: (1) a duplicate copy of the notice is promptly sent by first-class, certified mail, or by overnight delivery; or (2) the receiving party emails a confirmation of receipt. Any notice given by fax after 5:00 p.m. (recipient's time) or on a non-business day, shall be deemed received on the next business day.

Addresses for purpose of giving notice are as follows:

To County:
Inland Counties Emergency Medical Agency
EMS Administrator
1425 South D Street
San Bernardino, CA 92415
Phone: (909) 388-5830
Fax: (909) 388-5850
Email: Daniel.munoz@cao.sbcounty.gov

To Contractor:
CONFIRE
1743 Miro Way
Rialto, CA 92376
Phone: (909) 356-2377
Fax: (909) 356-3809
Email: ncooke@confire.org

With any substantive changes to terms of the agreement a copy to:

Lindsay K. Moore
Attorney at Law
lmoore@kblegal.us
Kingsley Borad LLP
600 Coolidge Drive, Suite 160
Folsom, CA 95630
(916) 932-2500

E. Any correctly addressed notice that is refused, unclaimed, or undeliverable because of an act or omission of the party to be notified shall be deemed effective as of the first date that said notice was refused, unclaimed, or deemed undeliverable by the postal authorities, messenger, or overnight delivery service.

2.2 CHANGE OF CONTACT INFORMATION

Any party may change its address, fax number, or email address by giving the other party notice of the change in any manner permitted by this Agreement.

SECTION III - ROLES AND RESPONSIBILITIES

3.1 SERVICES TO BE PERFORMED BY CONTRACTOR

A. Advanced Life Support and Basic Life Support Ground Ambulance Services, Interfacility and Critical Care Transport Services for a Comprehensive Service Area EOA in San Bernardino County

(1) As provided for in Section 1797.224 of the California Health and Safety Code and under the general direction of the Inland Counties Emergency Medical Agency (ICEMA), CONTRACTOR shall provide ground ambulance transportation services, interfacility transport services and critical care transport services for the following Exclusive Operating Areas (EOA) within San Bernardino County defined as the Comprehensive Service Area; EOA 1, EOA 2, EOA 3, EOA 4, EOA 5b, EOA 6, EOA 7, EOA 8, EOA 9, EOA 11 and EOA 12a.

(2) Contractor is hereby granted the right to be the exclusive provider of emergency and non-emergency ambulance requests originating in the Comprehensive Service Area including:

- All ALS and BLS 911 requests for ambulance service.
- Requests for emergency ambulance service made directly to CONTRACTOR without going through the authorized dispatch center including a seven-digit phone number.
- Ambulance transport to an emergency department from the scene of an emergency,
- Ambulance transports to an emergency department originating from a skilled nursing facility, physician's office, medical clinic, residential care facility, or other medical facilities.
- Potential non-transport response with treatment and referral.
- Potential transport to an alternative destination.
- All ALS, BLS, IFT and CCT requests directed to Contractor.
- Requests for mutual aid by the ICEMA designated EMD Center.
- Requests for ambulance stand-by services such as working fires, hazardous materials incidents, hostage/Special Weapons and Tactics (SWAT) events, including disaster drills or other requests by ICEMA.

(3) Contractor and/or subcontractor shall enter into a written agreement with the ICEMA designated EMD Center for EMD dispatching services. ICEMA shall have the right to review and approve the terms of the agreement to ensure consistency with the objectives of this Agreement.

(4) ICEMA has authorized CONFIRE as a designated EMD dispatch center. Contractor agrees to provide all required emergency, non-emergency, IFT and standby ambulance dispatch, Emergency Medical Dispatch (EMD), System Status management (SMS), including all necessary technology and radio needs to perform these functions for the duration of this Agreement in accordance with California Senate Bill 438 (2019, Government Codes 53110 and 53100.5) and Sections 1797.223 and

1798.8 to the Health and Safety Code and ICEMA Policy 4100.

(5) Contractor shall perform the following services to the satisfaction of ICEMA:

a. Contractor and/or subcontractor shall respond, upon notification from the ICEMA designated Emergency Medical Dispatch (EMD) Center, 24 hours a day, 365 days a year with an appropriately staffed and equipped ALS, BLS or IFT/CCT ambulance. The Contractor's response shall be in a manner consistent with the specific requirements of the request. Such requirements shall vary depending upon whether the request for ambulance service is in response to a 911 medical emergency, non-emergency, or the need to post an ambulance to provide optimum coverage to the Comprehensive Service Area or an adjacent area.

b. Ambulance response times must meet the response-time standards set forth herein, and every ambulance unit must be at the appropriate staffing and equipment level as determined following ICEMA Medical Priority Dispatch System (MPDS) Policy 4100, as may be amended from time to time.

c. Clinical performance must be consistent with ICEMA's policies and approved medical standards. Medical care must meet the Clinical Performance Measures established jointly following contract award. Services and care delivered must be evaluated by the Contractor's internal quality improvement program as approved by ICEMA and incorporated into the County's EMS system quality improvement program to improve and maintain effective clinical performance. The Contractor must make a persistent effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error held to an absolute minimum through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

d. This Agreement requires the highest levels of performance and reliability, and mere demonstration of effort, even diligent and well-intentioned effort, shall not substitute for performance results. The holder of an exclusive contract that fails to perform to the standards required may be found to be in breach of their contract and promptly replaced to protect the public health and safety of San Bernardino County visitors and residents.

e. Contractor shall ensure that relevant and frequent educational courses are offered to assist field personnel in maintaining certification/licensure as required by this Agreement, and as defined in California Code of Regulations, Title 22, Division 9, Chapters 2, 4 and 11 and, to the extent possible, shall be built upon observation and findings derived from the quality improvement system.

f. Contractor shall develop and maintain a comprehensive and relevant quality improvement plan and system that compliments and interfaces with the ICEMA quality improvement system. This plan shall be submitted prior to the commencement of service and shall be submitted annually, no later than December 31 of each calendar year.

g. Contractor shall collaborate with system stakeholders in pilot or research programs as requested by the ICEMA Medical Director and authorized by the ICEMA Administrator. ICEMA must approve all pilot or research programs. Contractor agrees that its participation in pilot or research programs shall entail no cost to the County. Contractor further agrees that services provided under pilot or research

programs shall be in addition to the services described herein. If a pilot or research program would have a financial impact on Contractor, ICEMA agrees to meet and confer with Contractor over that impact including implementation and ongoing cost mitigation.

3.2 MEDICAL CONTROL

A. Medical Control Authority

Contractor acknowledges that ICEMA's Medical Director has the authority to develop overall plans, policies, and medical standards to assure that effective levels of Ambulance and prehospital EMS care are maintained within the county and that the Medical Director has the authority for establishing the required drug inventories and Medical Protocols and that Contractor, its employees, and all personnel providing services under sub-contract(s) or agreements are subject to said plan, policies, standards and protocols.

B. Adherence to Medical Control Standards

ICEMA has an established system of medical control through the ICEMA Medical Director of the EMS System. Contractor shall adhere to the standards of medical control established by ICEMA.

C. Compliance with Laws and Policies

Contractor shall comply with ICEMA's EMS Policies and Protocol Manual and other directives, e.g., special memos, which may be issued under ICEMA Medical Director's authority.

3.3 LEVEL MANDATE

Contractor is mandated to and shall respond to all requests for services using an Advanced Life Support (ALS) Ambulance, except where Basic Life Support (BLS) ambulances may be used as set forth in the Agreement and in accordance with EMD requirements once authorized by ICEMA.

A. ALS Ambulances must be staffed with at least one (1) ICEMA accredited paramedic and the second crew member may be another accredited paramedic or a California state certified EMT.

B. BLS ambulances must be staffed with two (2) California state certified EMTs. All responses by a BLS ambulance will conform to ICEMA Policy 4100.

C. Notwithstanding any other provision of this Agreement, because this Agreement requires the Contractor to respond at the ALS or BLS level to all emergency calls, Contractor shall bill rates in accordance with applicable laws and this Agreement.

3.4 STAND-BY SERVICES

A. Contractor shall provide, at no charge to County or the requesting agency, ambulance and/or Field Supervisor stand-by services at the scene of an emergency incident within the Comprehensive Service Area where there may be an imminent life threat when directed by the ICEMA designated EMD Center or upon request of a public safety agency Incident Commander.

B. A unit placed on stand-by shall be dedicated to that incident unless released by the Incident Commander or the ICEMA designated EMD Center.

C. Contractor shall notify the ICEMA Duty Officer of stand-by periods exceeding two (2) hours.

D. Contractor may enter into a separate contract with a sponsor for the provision of an ambulance standby at a special event. If the Contractor enters into a contract for standby special event, they must not utilize a 911 system ambulance.

3.5 MUTUAL AID

A. Contractor must respond to requests for mutual aid made at the Regional, State, or Federal levels as part of the Regional, State and/or Federal response system, if directed to do so by the ICEMA Administrator, the ICEMA EMS Duty Officer, or the San Bernardino County Medical Health Operational Area Coordinator (MHOAC) unless the request would fundamentally cause immediate failure of service to the Comprehensive Service Area EOA. Any mutual aid refusal must be in consultation with the ICEMA Administrator or their designee.

B. Contractor shall respond to in-county or neighboring jurisdiction mutual aid which may be requested through the ICEMA designated EMD Center or the ICEMA Administrator or their designee, unless the Field Supervisor or the ICEMA designated EMD Center can verify that a given request would cause immediate failure of service to the Comprehensive Service Area. Any mutual aid refusal must be in consultation with the ICEMA Administrator or designee:

(1) The number and nature of mutual aid responses to any neighboring jurisdiction; and,

(2) The number and nature of mutual aid responses made by other agencies to calls originating within the Contractor's Comprehensive Service Area EOA.

(3) Contractor shall not be held accountable for Emergency response time compliance for any mutual aid assignment originating outside the Comprehensive Service Area and these calls will not be counted in the total number of calls used to determine response time compliance.

3.6 DISASTER PREPAREDNESS AND RESPONSE

A. Multi-Hazard Disaster and Multi-Casualty Plans

(1) The Contractor shall have a robust internal multi-hazard disaster plan which includes, but is not limited to, triggers for activation, notifications, communications, staffing, vehicles, equipment, and EMS surge supplies needed for at least five (5) days.

(2) The Contractor shall participate with ICEMA in disaster planning activities and participate in the Healthcare Preparedness Planning Partnership and other disaster committees as requested by ICEMA. This includes assigning a disaster coordinator who shall have responsibility for multi/mass-casualty and disaster planning and providing field personnel and transport resources for participation in any ICEMA approved disaster drill in which the disaster plan/multi-casualty incident plan is exercised.

(3) Contractor agrees to coordinate with public health, the Office of Emergency Services, ICEMA and first responders to plan and exercise for mass testing, vaccination, public responses, prophylaxis and PPE distribution.

(4) Contractor shall ensure all EMS personnel, supervisory personnel, and management personnel are trained in Incident Command System (ICS), Standardized Emergency

Management System (SEMS), and National Incident Management System (NIMS). Current training standards include:

a. Non-supervisory field personnel: ICS-100, ICS-200, IS-700, IS-800, and SEMS,

b. Supervisory field personnel: ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS,

c. Management personnel and personnel who may be assigned to a department or Operational Area Emergency Operations Center: ICS-100, ICS-200, ICS-300, ICS-400, IS-700, IS-800, and SEMS.

(5) The Contractor will ensure EMS personnel responding to a Mass Casualty Incident (MCI), disaster, or other large-scale emergencies are fully trained in the EMS system.

(6) Contractor shall designate management personnel who have primary responsibility and accountability for preparedness and disaster operations and access to local resources.

(7) The Contractor will participate in the Ambulance Strike Team (AST) program and must ensure that AST responders and AST unit leaders have been appropriately trained and approved by ICEMA.

(8) The Contractor shall have field and supervisory personnel familiar with and trained in, the California Tactical Casualty Care Training Guidelines to respond as a medical support service provider to law enforcement incidents and provide field tactical medical care to casualties, as necessary.

B. Disaster Reimbursement

ICEMA will make reasonable efforts to support the Contractor in obtaining reimbursement for disaster response efforts both within and outside of the County when such funds are available. The Contractor will ensure all documentation meets the Federal Emergency Management Agency (FEMA) eligibility and/or other federal funding standards, policies, and guidelines.

C. Emergency Operations Plan

Contractor shall be prepared to fulfill its role in the County's Emergency Operations Plan and MCI plans and provide a written local multi-hazard disaster plan to the ICEMA Administrator before the later of (1) April 1, 2024 or (2) the commencement of the contract term, if it is a date other than April 1, 2024. The plan should include triggers for activation, notifications, communications, staffing, vehicles, equipment, hospital and healthcare facility evacuations. The plan also shall identify EMS surge supplies needed for a minimum of 72 hours.

D. Continuity of Operations

Contractor shall submit a Continuity of Operations Plan (COOP) to the ICEMA Administrator for approval, by the later of (1) April 1, 2024 or (2) the commencement of the contract term, if it is a date other than April 1, 2024. The COOP will comprehensively describe the organization's continuity of business plans for management of incidents or disasters, which disrupt the normal ability to provide EMS service.

E. Incident Notification

Contractor shall have a mechanism in place to communicate current field information to appropriate ICEMA staff during multi-casualty, disaster response, hazardous materials incidents, and other unusual occurrences as specified and approved by the ICEMA Administrator.

F. Emergency Recall of Workforce

Contractor shall have the ability to efficiently and effectively recall personnel to increase ambulance deployment to meet demand for service within the Comprehensive Service Area.

G. Personal Protective Equipment

Contractor shall provide Personal Protective Equipment (PPE) for all field personnel, consistent with the standards of Emergency Medical Services Authority (EMSA) Guideline 216: Minimum PPE for Ambulance Personnel in California, as well as all other applicable State and Federal requirements.

H. Disaster Response Vehicle

(1) Contractor shall contract with the California Emergency Medical Services Authority (EMSA), to house, maintain, manage, and staff the EMSA state-issued Disaster Medical Support Unit (DMSU). This includes deploying the DMSU when requested by the ICEMA Administrator, or the Medical Health Operational Area Coordinator (MHOAC), via the MHOAC/Regional Disaster Medical Health Specialist (RDMHS) mutual assistance system. This vehicle shall not be used in routine, day-to-day operations, and shall be fully stocked at all times and kept in good working order.

a. The DMSU shall be available for emergency response to a disaster site or designated location. This vehicle may be used to carry EMS personnel and equipment to a disaster site.

b. Contractor shall be required to participate in any ICEMA approved disaster drill in which the County disaster plan/multi-casualty incident plan is exercised.

3.7 AIR AMBULANCE SERVICE

County does not expect Contractor to provide air ambulance services and reserves the right to enter into separate transport agreements with air ambulance providers.

3.8 RESPONSE AND TRANSPORT EXCEPTIONS AND LIMITATIONS

A. Response

(1) As outlined in this Agreement, Contractor has an obligation to respond to all emergency medical requests in the Comprehensive Service Area and provide at scene care and ambulance transport in accordance with ICEMA policy except for Mutual Aid requests.

(2) Pursuant to the California Health and Safety Code, including Sections 1798.6 (a) and 1797.220, ICEMA delegates to Contractor's first arriving ALS response unit the authority and responsibility to function as the authority for patient health care management at the scene of the emergency, unless an ALS fire agency provider with jurisdiction for that area is on scene.

(3) Contractor is authorized to use the following alternative modes to provide improved ALS access at the scene of an emergency in accordance with ICEMA approval: "Rapid Resource Vehicles" (RRV), bicycle paramedic, water rescue boat, and off-road vehicles to support improved ALS access in remote areas, special events, and challenging response areas.

B. Transport

(1) Contractor shall be required to transport patients from all areas of the Comprehensive Service Area EOA, in accordance with ICEMA Policies and Procedures.

(2) Contractor personnel are prohibited from influencing a patient's destination selection other than as outlined in ICEMA Policies and procedures.

SECTION IV - DEPLOYMENT

4.1 AMBULANCE DEPLOYMENT REQUIREMENTS

A. Requirements

(1) Contractor's response time obligations are performance-based. Contractor has identified an initial minimum of 10,371 weekly Unit Hours, which averages 1,482 unit hours per day, and a deployment of 93 peak ambulances including ALS, BLS, IFT and CCT and a low of 30 ambulances for all 911 emergency, interfacility and CCT responses. Contractor shall commit and be responsible for deploying the initial minimum and increase if necessary to achieve the response time requirements for ambulance service requests within the Comprehensive Service Area. Contractor shall deploy ambulance resources in a manner consistent with the requirement of the Agreement.

(2) The initial deployment plan Unit Hours shall not be decreased for the first twelve months of operations.

(3) Ambulance System Status Plans (SSP) must be reviewed by ICEMA annually. The plan will describe:

a. Proposed locations of ambulances and numbers of vehicles to be deployed including Unit Hours deployed during each hour of the day and day of the week including seasonal variations.

b. Mechanisms to meet the demand for ambulance response during peak periods or unexpected periods of unusually high call volume and other surge events, including disasters, large fires, a pandemic or high flu season.

c. Use of On-Call crews.

d. Include a process that identifies how additional ambulance unit hours will be added by the Contractor if the on-time response time performance standards are not met.

e. Include a map identifying post locations within the Eastern, Western and High Desert 911 Divisions and a map for the Interfacility Operations.

f. Include a response and surge coverage plan that includes provisions for equal protection for all EOAs within the Comprehensive Service Area.

SECTION V - OPERATIONS

5.1 EMERGENCY RESPONSE ZONES AND RESPONSE TIME MANAGEMENT

The goal of the Inland Counties Emergency Medical Agency (ICEMA) is to ensure a high-performing Emergency Medical Services (EMS) system. The Contractor must commit to employ whatever effort is necessary to achieve the response time requirements for ambulance service requests within the Comprehensive Service Area. It is the Contractor's sole responsibility to be familiar with the geographic and weather considerations and throughout the Comprehensive Service Area identified in this Agreement.

Contractor will be held accountable from the time Contractor's dispatch center receives all necessary information in order to respond, e.g. address and patient condition, until the time the dispatch center is notified by radio or other reliable method that the emergency ground ambulance arrives (wheels stopped) at the address site or at a designated or assigned staging area.

Ambulance response time standards are designed to provide the appropriate pre-hospital clinical care in a time frame that is appropriate to the patient's situation. There are eleven (11) Exclusive Operating Areas (EOAs) in the Comprehensive Service Area, and response times are based on response priority, population density and historical call volume. The Contractor will be required to meet all response times at the 90th percentile in each of the eleven (11) EOAs. Each incident's expected response time will be based on call priority (Code 2 or 3) and response area (urban, suburban, rural, wilderness). ICEMA will require the Contractor to implement a performance improvement plan that includes a root cause analysis for any EOA or response area falling below 90%. All attempts to comply with response time requirements, including system status plan adjustments or increased ambulance unit hours, must be part of a corrective action plan.

Response time compliance will be measured monthly.

A. 911 Response Time Standards

(1) Response times are based on call prioritization as determined by the ICEMA Medical Director and population density as defined by ICEMA.

Code 3 Responses - Immediate dispatch of an Advanced Life Support (ALS) ambulance with lights and siren.

Code 2 Responses - Immediate dispatch of an Advanced Life Support (ALS) or Basic Life Support (BLS) ambulance, with no lights and siren.

a. The Contractor must meet response times for all 911 ambulance requests at the 90th percentile in each of the eleven (11) EOAs, for response time expectations based on call priority and response area (Urban, Suburban, Rural and Wilderness) as illustrated in the chart below.

Response Priority	Urban	Suburban	Rural	Wilderness
Code 3 ALS	9:59	14:59	29:59	59:59
Code 2 ALS/BLS	15:59	22:59	44:59	99:59

(2) Extended Response Time: A response time more than ten (10) minutes over the applicable response time described above shall be considered an Extended Response. ICEMA will require the Contractor to audit all Extended Responses to identify the root cause and review the patient's ePCR to determine if any negative outcome may be attributed to the Extended Response. Extended Responses shall be reported to ICEMA along with any planned corrective action.

5.2 INTERFACILITY TRANSPORT (IFT) AND CRITICAL CARE TRANSPORT (CCT) Response Time Standards

A. IFT and CCT are measured separately at the 90th percentile standard. Emergency ALS IFT are counted as a 911 ALS call within in the ordinating EOA. IFT and CCT will be counted in their own category for compliance regardless of EOA.

Response Term	**Compliance Standard**
Emergency ALS IFT	09:59 minutes
Non- Emergency Pre-Scheduled IFT > 2 hours	+/- 15 minutes of scheduled time
CCT	59:59 minutes

B. Response Time Management

(1) The FirstWatch On-line Compliance Utility (OCU) is the program ICEMA currently utilizes to monitor its EOA providers. OCU will calculate all Contractor response times. Response times will be measured in minutes and integer (whole) seconds, and compliance will be calculated on a fractile basis.

(2) ICEMA will calculate response time compliance for each EOA and each response area (urban, suburban, rural and wilderness) and each response level (Code 3 and Code 2). ICEMA will publish a compliance report within ten (10) business days following the first of each month.

(3) Each incident is a separate response.

(4) The Response Time of the Contractor's first arriving ambulance will be used to compute the Contractor's response time for that incident. This includes an ambulance response from an entity requested to provide Mutual Aid for the Contractor.

(5) Compliance will not be calculated until an EOA achieves at least 100 calls at the end of the month. If there are less than 100 calls in an EOA, calls are added to the next month or months until the 100 calls have been reached or exceeded.

(6) Emergency ALS IFTs shall be treated as a 911 ALS emergency call. This emergency IFT is for patients requiring rapid transport to a higher lever specialty care center (Trauma Center, Stroke and ST-Elevation Myocardial Infarction [STEMI] hospital). Emergency ALS IFTs are calculated as part of the total 911 response time compliance category.

(7) Non-emergency IFT is for non-emergency patients transported between facilities. Non-emergency IFTs have a response time of no greater than fifteen (15) minutes after the scheduled time for transport if the transport is scheduled at least two hours

prior. IFT responses will be totaled monthly and calculated to the 90% standard.

(8) CCT is for patients requiring a higher level of care between licensed healthcare facilities. This transport category shall have a response time of fifty-nine minutes and fifty-nine seconds (59:59) from the request time. If a CCT is pre-scheduled as a non-emergency transport, the non-emergency IFT response time requirement will be applied. CCT responses will be totaled monthly and calculated to the 90% standard.

5.3 CALCULATION OF RESPONSE TIME

A. Response time shall begin at the time the following information, at a minimum, is transmitted to the dispatcher:

(1) When the call-taker has entered the call for service (after verifying the address and entering a call determinant).

(2) If no ambulance is available when the dispatcher is ready to dispatch an ambulance, the ambulance response time shall begin at the time that the dispatcher notes in the automated dispatch system record that no ambulance is available.

B. Response time shall stop when:

(1) The assigned ambulance notifies dispatch that it is "on-scene," which is defined as fully stopped (wheels not in motion) at the location where it shall be parked during the incident. Or

(2) In the instance of a response to an apartment complex or mobile home park when the unit enters the complex. Or

(3) In the event, "staging" is necessary for personnel safety, at the time the assigned ambulance arrives at the staging area. Or

(4) The time that dispatch notifies the assigned ambulance to cancel its response. In incidents when the assigned ambulance crew fails to report their arrival on-scene, the time of the subsequent radio communication from the crew or other personnel that indicate that the ambulance arrived on-scene shall be used as the on-scene time. The Contractor may also validate on-scene time by the Mobile Data timestamp as documented in Computer Aided Dispatch (CAD) or Automatic Vehicle Location (AVL) playback.

5.4 CALCULATION OF RESPONSE TIME – CHANGES IN CALL PRIORITY

A. Response time calculations to determine compliance with Contract standards and penalties for non- compliance shall be as follows:

(1) Downgrades – If a call is downgraded to a lower priority before the ambulance arrives at the scene, the Contractor's compliance will be calculated based on whether the higher priority response time standard was exceeded at the time of the downgrade.

(2) Upgrades – If a call is upgraded or there is more than one priority change associated with a given incident before the ambulance arrives at the scene, the Contractor shall be deemed compliant, provided the upgrade, or change in priority does not occur after the passage of the lower priority response time threshold.

(3) Reassignment Enroute – If an ambulance is reassigned enroute or turned around before arriving at the scene (e.g., to respond to a higher priority request), compliance and penalties will be calculated based on the response time standard applicable to the assigned priority of the initial response. The response time clock will not stop until the arrival of an ambulance at the scene from which the ambulance was diverted.

(4) Canceled Calls – If an assignment is canceled before the ambulance arrives at the scene, compliance will be calculated based on the elapsed time from dispatch to when the call was canceled.

5.5 RESPONSE TIME CORRECTION EXCEPTION

A. When the assigned ambulance crew fails to report their arrival at the scene, the time of the subsequent radio communication from the crew or other personnel on-scene indicates to dispatch the ambulance has arrived on-scene shall be used as the arrival time. Alternatively, at scene time may be validated by the CAD timestamp or Global Positioning System (GPS) based on the AVL playback.

B. In some cases, specific responses will be excepted by ICEMA and deemed as compliant responses for response time compliance. These exceptions will be for good cause only, as reasonably determined by ICEMA. The burden of proof that there is good cause for the Exception shall rest with the Contractor.

C. The Contractor shall file a request for each desired response time correction or Exception via OCU following ICEMA policy. Such requests list the date, time, and specific circumstances causing the delayed response. ICEMA will respond to time correction requests utilizing OCU. Examples of Exceptions include but are not limited to:

(1) Automatic Appeals (to be granted by ICEMA):
   a. The call was downgraded at the scene by responders or by the dispatcher following protocol and is response time compliant.
   b. The call was upgraded and is response time compliant.
   c. Response canceled before the unit arrived at the scene; Contractor must provide evidence that the call was canceled within the required response time.

(2) Case-by-Case Appeals (to be considered by ICEMA):
   a. Off-road or off-paved road locations. The on-time performance will be measured from the time of dispatch to when the ambulance arrived at the unpaved road.

5.6 RESPONSE TIME EXEMPTION

A. The Contractor shall maintain the ambulance unit hours as identified in their submitted and approved system status plan. The plan may include deploying additional unit hours for holidays, special events, and weather- related emergencies.

B. Exemptions will only be considered when the Contractor deploys the minimum number of ambulance unit hours specified in the submitted system status plan for the EOA and Response

Zone in which the exemption is requested.

C. In the monthly calculation of response time compliance, every request for ambulance service within the Comprehensive Service Area shall be included except in some cases, late and specified other responses will be excluded from response time compliance calculations. These Exemptions will be for good cause only, as reasonably determined by ICEMA in its sole discretion. The burden of proof that there is good cause for the Exemption shall rest with the Contractor.

D. The Contractor may request that a response be excluded from the calculation of response time if that call meets the criteria defined below. The Contractor shall file a request for each desired response time exemption utilizing the OCU program. ICEMA shall grant or deny exemptions to performance standards and advise the Contractor. ICEMA will respond to Exemption requests using OCU.

E. Examples of Exemptions include, but are not limited to:

(1) Automatic Appeals (to be granted by ICEMA):

a. Additional ambulances responding to the same incident; the first unit must meet response time standard.
b. The responding ambulance is involved in a traffic collision, and the Contractor is determined to be not at fault by law enforcement.

(2) Case-by-Case Appeals (to be considered by ICEMA):

a. Extreme weather conditions that impair visibility or create other unsafe driving conditions.
b. Incorrect address provided by the requesting party.
c. An unavoidable delay caused by road construction.
d. Restricted roadway access
e. Ambulance Patient Offload Delay (APOD) delays greater than sixty (60) minutes in transferring care to a hospital emergency department and ≥ 5% deployed ambulances on APOD impacting System Status Plan for the usual and customary transport destination by the unit requesting exemption. It will be the Contractor's responsibility to adequately document the facts surrounding the occurrence to include at minimum the facility, date, and all clock times (dispatch of the call through time unit available).
f. Activation of Multi-Casualty Incident (MCI) Management Plan and ≥ 5% of the current deployment is requested to the incident.
g. All other exemption requests shall be for good cause only, as determined by ICEMA. Exemptions shall be considered on a case-by-case basis. The burden of proof that there is a good cause for an exemption shall rest with the Contractor, and the Contractor must have acted in good faith. The alleged good cause must have been a substantial factor in producing excessive response times.

F. Notwithstanding the requirements of this section applicable to Contractor, Contractor shall also comply with ICEMA policies and procedures. An ICEMA policy or procedure, broader in scope than these provisions shall not relieve Contractor of its contractual obligations stated herein. Furthermore, Contractor remains obligated to comply with ICEMA policies and procedures more stringent than stated herein as may now exist or as may be amended from time to time. However, Contractor shall not be in breach of this Agreement if ICEMA, through changes to

policy or procedure, imposes more stringent response time requirements on Contractor than those provided herein.

5.7 RESPONSE TIME REPORTING REQUIREMENTS

A. Response time performance reporting requirements and documentation of incident time shall include, but is not limited to:
   (1) Time call received by Contractor
   (2) Time location verified
   (3) Time ambulance crew assigned
   (4) Time enroute to the scene
   (5) X/Y geographic coordinate of the unit at the start of its response
   (6) Arrival on-scene time
   (7) Arrival at patient's side
   (8) Total at scene time
   (9) Time enroute to transport destination
   (10) Total time to transport to the destination
   (11) Arrival time at the destination
   (12) Time of patient transfer to receiving hospital personnel (transfer of care)
   (13) Time available (Time unit is back in services and available for response)

B. These reporting requirements may change. ICEMA agrees to meet and confer with the Contractor over such changes. If reporting requirements are modified and the Contractor demonstrates an associated financial impact, ICEMA agrees to meet and confer with the Contractor over that impact and cost or revenue mitigation.

C. The Contractor must synchronize all its clocks with Coordinated Universal Time (UTC).

5.8 LIQUIDATED DAMAGES

ICEMA may assess Liquidated Damages on all transport types (ALS, BLS, IFT, and CCT), if a response time percentage falls below the 90% performance requirement in any EOA or response area. In addition, the Contractor will be required to conduct a comprehensive performance improvement process any time performance is below 90%. The Contractor will be required to submit the performance improvement report to ICEMA within fifteen (15) days following the identification of underperformance. ICEMA will review and provide further recommendations as necessary. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

A. If the Contractor falls below the 90th percentile in any EOA or response area, a Liquidated Damage assessment of $10,000 per EOA/Response area per month will be applied. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

B. If the Contractor fails to meet minimum response times in an EOA or response area for a second consecutive month without adding the additional unit hours approved, a $50,000 Liquidated Damage assessment will be applied. The Contractor will be required to add additional ambulance unit hours until compliance is achieved.

C. If the Contractor is out of compliance in multiple EOAs or response area more than three times in a year, a $75,000 Liquidated Damage assessment will be applied, in addition to Liquidated Damages noted in item A above. The Contractor will be required to add additional ambulance unit hours as a cure.

D. If the Contractor is not successful in curing underperformance following these measures, the Contractor may be considered in Breach of Contract.

E. The Contractor may be assessed Liquidated Damages if there is a single Extended Response for a Code 2 or Code 3 priority level call, greater than ten minutes (10:00) beyond the maximum response time requirement. The chart below illustrates Liquidated Damages that ICEMA may assess.

Extended Response Times					
Priority Level	**Urban**	**Suburban**	**Rural**	**Wilderness**	**Liquidated Damages**
Code 3	>19:59	> 24:59	> 39:59	>69:59	$500
Code 2	> 25:59	> 32:59	> 54:59	>109:59	$500

F. Example of Extended Response: An Urban response requirement of 9:59 has an at-scene time greater than 19:59 (minutes and seconds). The provider will be assessed and pay liquidated damages of $500.00 for being over ten (10) minutes late on that one (1) response. ICEMA will require the Contractor to audit all Extended Responses for root cause and conduct a quality improvement review to determine if any negative outcome may be attributed to the extended response. Audit requirements include, but are not limited to:

(1) Conduct and participate in a process review study to identify causes and opportunities to reduce the number of Extended Responses.

(2) Conduct 100% review (Clinical and Operations) on Extended Response calls.

5.9 ADDITIONAL LIQUIDATED DAMAGES

Additional Penalty Assessment (per incident)	
A preventable mechanical failure with a patient on board an ambulance (If the vehicle is out of compliance with ICEMA-approved maintenance schedule, exceeds mileage or age limits, or empty fuel tank, etc.)	$500
Failure of the crew to report response times on-scene and the on-scene time is not verifiable by other pre-agreed reliable means such as GPS.	$250

5.10 PAYMENT AND USE OF LIQUIDATED DAMAGE FUNDS

A. Liquidated Damages will be determined by ICEMA based on this section and inform the Contractor of the monthly incidents and penalties. The Contractor shall pay ICEMA all Liquidated Damages within thirty (30) days of receipt of the notification. A 5% late payment charge will be assessed monthly on any payment made after the due date. The Contractor will

pay all penalty assessments to ICEMA.

B. To the extent that the Contractor disagrees with the Liquidated Damages determination made by ICEMA, the Contractor shall provide written notice to ICEMA setting forth the grounds regarding their disagreement within ten (10) business days. Upon receipt of written notice from Contractor, ICEMA shall schedule a time to meet and confer with Contractor regarding Contractor's disagreement. The ICEMA Administrator will make the final decision regarding the grounds for disagreement.

C. Liquidated Damages collected will be utilized for EMS system enhancements and community outreach.

5.11 PHASE-IN PERIOD

For the first three (3) months of the contract, response time requirements shall be calculated; however, Liquidated Damages will not be assessed. The initial deployment plan Unit Hours shall not be decreased for the first twelve months of operations.

5.12 VEHICLES

A. Contractor shall provide and maintain its vehicles, bio-medical equipment, and ambulance equipment to or exceeding the manufacturer's recommendations and standards which shall be updated annually at a minimum. All costs of compliance testing, maintenance, and repairs, including parts, supplies, and inventories of supplies, labor, sub-contracted services, and costs of extended warranties, shall be at the Contractor's expense.

B. Contractor shall continuously provide a sufficient number of ambulances to meet at least 133% of peak system demand.

C. Each of Contractor's vehicles providing services under this Agreement shall be equipped with fully functional driver safety equipment and monitoring technology.

D. ICEMA shall have the right and be granted access to inspect Contractor's vehicles and local facilities at any time without prior notice.

5.13 VEHICLE SPECIFICATIONS

A. Ambulances:

(1) Must be standard Type I, Type II or Type III ambulances.

(2) Must be identically configured for each Type (I, II, or III) ambulances.

(3) At the beginning of this Agreement and throughout the term of this Agreement, Contractor shall maintain at a minimum, four (4) All-Wheel Drive (AWD) Type II or III ambulances for hard-to-reach geography and inclement weather areas.

(4) Contractor shall provide heavy-duty ambulances to accommodate patients with capacity of up to 1,000lbs to services as bariatric ambulances.

(5) All ambulances shall utilize hydraulic gurneys to reduce incidences of spinal load injuries and increase the margin of safety for patients and Emergency Medical Technician

(EMT)/paramedics.

(6) All ambulances shall utilize Automatic Vehicle Locators (AVL), Mobile Data Computers (MDC), and Global Positioning System (GPS) mapping technology.

(7) The Contractor is responsible for all costs associated with the purchase and monthly operations of the AVL system.

(8) Contractor vehicles must meet or exceed Federal and State standards at the time of the vehicles' original manufacture, except where such standards conflict, in which case the State standards shall prevail.

(9) Every ambulance will be fully stocked at all times and meet or exceed the equipment standards set by ICEMA.

(10) Ambulances shall be limited to a maximum mileage of 300,000 miles, provided, however, if during the term of the Agreement, Contractor (including its subcontractor) encounters difficulty complying with this mileage requirement due to manufacturer delays, shortages, supply chain problems, or other factors beyond Contractor's (or its subcontractor's) reasonable ability to control, ICEMA may approve appropriate variances from this requirement.

(11) Any ambulance not new at the start of this agreement must include a list of brand name, model, age, vehicle identification number, and maintenance records. No more than 25% of the ambulance fleet shall have over 100,000 miles at the start of the contract.

(12) Each ambulance shall be equipped with an idle mitigation system to ensure the vehicles are not unnecessarily idling while stopped. To further reduce idle time, Contractor shall install solar charges to extend battery life on all remounted and new units across the Comprehensive Service Area.

(13) As technology improves Contractor shall work with ICEMA to test and provide if appropriate alternative fuel vehicle solutions, including Battery Electric Vehicles (BEV).

B. Supervisor Support Vehicles:
Supervisor response vehicles are an essential component of providing responsive and quality services in the Comprehensive Service Area. Supervisor and support vehicles are to be fully outfitted to provide field support, rapid response, incident command and reinforce remote operations.

At the beginning of this Agreement Contractor shall provide Filed Supervisors with ALS-equipped, AWD or four-wheel drive vehicles with covered cargo beds in all response areas with medical supplies and equipment per the ICEMA Standard Drug and Equipment List Policy.

(1) All supervisor vehicles shall utilize Automatic Vehicle Locators (AVL), Mobile Data Computers (MDC), and Global Positioning System (GPS) mapping technology.

(2) Vehicles must not exceed 250,000 miles.

(3) Meet the Department of Transportation and National Fire Protection Association standards for Code 3 response.

(4) To the extent possible, Supervisor Vehicles shall be identically configured and staffed

with locally accredited paramedics and carry all ICEMA approved ALS equipment and ALS medications.

C. Vehicle Identification:

(1) Vehicle markings shall be consistent with California Civil Code sections 3273 et seq., which restricts the markings of certain vehicles used to provide contracted public health and safety services.

(2) Emergency vehicles shall be equipped with appropriate lighting and reflective markings as defined by the National Fire Protection Agency (NFPA) Standard 1900 (2024) for vehicles contracted for on or after January 1, 2024.

(3) Ambulances and Supervisor vehicles used in providing services shall bear the markings "San Bernardino County Emergency Medical Services" in at least four (4) inch letters on both sides and state the level of service on both sides.

(4) Ambulance and Supervisor vehicles shall display the "9-1-1" emergency telephone number but shall not display any other telephone number or advertisement.

(5) Ambulance and Supervisor vehicles shall be marked to identify the name of the Contractor.

(6) Contractor shall not alter the overall design, color and / or lettering of its existing emergency response vehicles without ICEMA approval. ICEMA shall have the right to approve or modify the overall graphics design, color and lettering used for emergency response vehicles purchased or otherwise introduced during the term of this agreement.

5.14 VEHICLE MAINTENANCE PROGRAM

A. Contractor must ensure that all vehicles are maintained to operate in optimal working condition and follow a rigorous preventive maintenance schedule to provide reliable service to those in need.

B. Contractor shall provide a copy of the vehicle maintenance program and vehicle records on an annual basis to the ICEMA Administrator. The vehicle maintenance program must be designed to meet the highest standards of reliability appropriate to a modern emergency medical transportation service.

C. Contractor shall provide detailed records in an electronic database that is easily queried as to work performed, costs related to repairs, and operating and repair costs analyses where appropriate. Repairs shall be. accomplished, and systems shall be maintained to achieve at least the industry norms in vehicle performance and reliability.

D. Any ambulance, support vehicle, and/or piece of equipment with any deficiency that compromises, or may reasonably compromise its function, or the safety of the operators or the public, must immediately be removed from service and repaired or replaced in a timely manner.

E. Ambulances and equipment that have defects, including a cumulative appearance of being worn out or not maintained, shall be removed from service and repaired or replaced in a timely manner.

F. Contractor shall provide the locations of maintenance services.

5.15 VEHICLE SAFETY PROGRAM

A. Contractor shall provide an Emergency Vehicle Operator's Course (EVOC) for all its field employees including on-going driver-training for ambulance personnel to promote safe driving and prevent vehicular crashes/incidents.

B. Contractors EVOC program shall include didactic training, commentary driving with a Field Training Officer (FTO) and recurrent training.

C. Contractor shall have a mechanism to monitor driver safety through a video event recorder utilizing the StreetEagle Driver Behavior Monitoring platform or a superior product in the driver's compartment to increase the safety of ambulance driving and prevent crashes and traffic accidents.

D. Each vehicle shall have a backup camera installed, provide seating and restraints for all occupants, a battery-powered patient gurney and Cardiopulmonary Resuscitation (CPR) seats for EMS crews.

E. Each ambulance shall be regularly cleaned, disinfected, and decontaminated for the health and safety of crews and patients. Disinfecting includes the regular use of a disinfectant fogger. In the event of an infectious disease patient, a plastic lining shall be employed to prevent droplet contamination in the ambulance.

F. Vehicles shall provide workspace and storage for crews to complete reports and secure personal equipment and belongings.

G. Each ambulance must have antitheft devices to prevent emergency vehicle theft when the vehicle is left running with the key in the ignition and an equipment restraint system, ensuring patient and clinician safety during transport.

5.16 MEDICAL SUPPLIES AND EQUIPMENT

A. Each ambulance shall carry standardized equipment and supplies that meet federal, state, and ICEMA requirements, policies, and procedures.

B. As EMS equipment evolves, Contractor shall periodically review and analyze new equipment and upgrades equipment by conducting scientific review, clinical data analysis, fiscal impact analysis and present findings to EMS committees and the ICEMA Medical Director.

C. Durable Medical Equipment not new at the beginning of the contract will be required to meet all specifications and periodic maintenance as approved by ICEMA according to ICEMA Policy 7010.

D. Contractor shall maintain all equipment according to manufacture specifications and shall provide an annual report to the ICEMA Administrator that includes equipment tracking number, maintenance records and any equipment purchases or replacements.

E. Contractor shall provide all supplies including medications and controlled substances.

5.17 COMMUNICATION EQUIPMENT

A. The Contractor shall install and maintain all telecommunications equipment on the appropriate frequencies necessary to complete the scope of work as identified in this Agreement.

B. The AVL system must interface with the ICEMA designated EMD Center and at a minimum, provide a CAD interface with the Ontario Fire dispatch center and with the CalFire dispatch center.

C. Contractor shall have AVL/GPS/MDC in place in ambulances, Quick Response Vehicles (QRVs), alternative response units as appropriate, and field supervisor vehicles.

D. Contractor shall equip each ambulance with appropriate emergency communications and alerting devices capable of being used to notify ambulance personnel of response needs. Every ambulance must be able to communicate at all times and locations with the ICEMA designated EMD Center authorized dispatch center, Contractor's dispatch center, other ambulances and supervisor's vehicles, receiving hospitals, and fire agencies.

E. Each ambulance shall have a mobile radio in the front cab with the capability for hospital communication in the rear patient compartment.

F. Each ambulance shall have two portable radios, one for each crew for medical communication, and one mobile or portable capable of interoperability with fire channels.

G. Each ambulance shall have a mobile computer with MDC capability, CAD access, mapping software, and the ability to send electronic patient care records to the receiving hospital and a centralized server via wireless technology. Each ambulance will be equipped with AVL and GPS fully interfaced to the ICEMA designated EMD Center and Contractor dispatch center for unit recommendation and System Status deployment purposes.

H. Contractor shall install necessary communications equipment in all of its ALS ambulances enabling transmission of 12-Lead Electrocardiograms (ECGs) for suspected ST Elevation Myocardial Infarction (STEMI) to the hospital prior to patient arrival and this 12-lead ECG will be included in the electronic copy of the EMS medical record in accordance with ICEMA specifications.

I. Contractor shall be solely responsible for the cost of maintenance, repair, and replacement of pagers, cell phones, tablets, computers, MDCs, station alerting systems (for fixed ambulance posts), mobile gateways, cellular cards, and/or cellular accounts, including data fees on equipment owned by Contractor.

5.18 ICEMA DESIGNATED EMERGENCY MEDICAL DISPATCH CENTER

A. The long-term goal of the County in the first five (5) years of this Agreement is to have ambulance dispatch and ambulance system status management physically located together. Currently, the ICEMA designated Emergency Medical Dispatch (EMD) Center does not have the physical space for the entire ambulance operating dispatch needs.

B. The ICEMA designated EMD Dispatch Center will provide Medical Priority Dispatch for resource determination in accordance with ICEMA's Medical Director and Dispatch Protocols. The ICEMA designated EMD Center will determine the Contractor's priority level to all emergency 911 ALS and BLS calls within the Comprehensive Service Area following ICEMA approved EMD Policy 4100.

C. ICEMA requires the Contractor at start-up to enter into a separate agreement if applicable, with the ICEMA designated EMD Center and pay for the provision of EMD and CAD-to-CAD coordination services. EMD with Medical Priority Dispatch Service (MPDS) charges are estimated to be $5.00 per call the first year with annual increases.

5.19 CONTRACTOR EMS DISPATCH CENTER

A. Contractor shall provide reliable ambulance dispatch and system status management services without interruption 24/7/365 days per year to manage all ambulance services utilizing Contractors CAD system and integrated resource determination to determine the right ambulance, provide detailed reporting and show real-time maps of system resources.

B. Have a full-time dispatch center manager, employ experienced dispatch system status Controllers 24/7/365 with the full authority to control the re-positioning of ambulances between posts, Exclusive Operating Areas (EOAs), and to manage crew breaks and shift changes,

C. Schedule ALS, BLS, IFT and CCT transports,

D. Obtain, install, and maintain in the Contractor's ambulances all such communications equipment as determined by ICEMA to be necessary for the effective and efficient dispatch of ambulances. For ambulances responding to 911 calls, GPS Location Systems are required,

E. Be financially responsible for installation, purchase, rental, and maintenance of communication equipment in all ambulances and staffed vehicles provided in this proposal,

F. Establish policies that ensure upon receipt of a private request for ambulance services, pertinent information including callback number, location, time of notification, time of dispatch, and nature of the incident is ascertained,

G. Ensure that a record of calls, as defined in Title 13 of the California Code of Regulations, Chapter 5, Article 1, Section 1100.7 is maintained,

H. Deploy ambulances most optimally and efficiently.

SECTION VI - PERSONNEL

6.1 WORKFORCE AND DIVERSITY AND INCLUSION

Contractor shall establish a recruitment, hiring and retention system consistent with ensuring a quality workforce of clinically competent employees from different cultures and backgrounds, who are appropriately certified, licensed and/or accredited for their positions. Contractor shall strive to champion a work environment that promotes the values of diversity, equality and inclusiveness including:

Field personnel with bilingual skills reflecting the diversity of languages spoken in San Bernardino County are highly valued. Contractor shall strive to ensure diversity in the workforce and address diversity alignment with its communities served. ICEMA is committed to participating in Contractor's efforts to support and enhance Diversity, Equity, and Inclusion (DEI) initiatives in the San Bernardino County EMS System. Contractor shall participate in their proposed DEI initiatives. These programs currently include, but are not limited to:

A. Creating a work environment that embraces inclusion, regardless of race, color, religion, gender, sexual orientation, gender identity, national origin, age, genetic information, marital status, amnesty, disability, veteran status or based on pregnancy, childbirth, or related medical conditions.

B. The inclusion of people with disabilities helps drive sustainable practices for our employees, communities, and customers. Reasonable accommodations include adaptive equipment, allowances for on-site service animals, flexible work arrangements, special parking assignments, hotlines, and a number of other inclusive services.

C. Annual diversity, equity and inclusion training for all personnel that addresses preventing sexual harassment, bystander intervention, managing unconscious bias, fostering an inclusive culture, anti-racism and transgender inclusion.

D. Ethics And Compliance Hotline - Provide an independent, third-party hotline that any employee can confidentially report issues of concern, in addition to making formal complaints.

6.2 KEY PERSONNEL

The following positions are key personnel required for this Agreement. ICEMA shall have direct access to the key personnel identified in this Agreement at all times. This includes the right to call regular meetings with key personnel, as well as unscheduled inspections, interviews, and visits. Key personnel shall be required to cooperate fully with ICEMA. Contractor shall provide the County with a list identifying the key personnel on or before April 1, 2024, for the County's review and approval. Personnel listed for such positions in the Contractor's RFP Response are identified and may not be decreased without ICEMA approval.

A. Director of EMS Operations

(1) Contractor must provide an EMS Director who shall oversee and be accountable for all aspects of the Services provided by the Contractor and subcontractor.

(2) This individual shall have significant prior experience managing large, high- performance 911 emergency medical transport services.

(3) This individual shall be responsible for the overall quality of clinical care and customer service, develop and implement annual strategic plans and budgets. This position is responsible for monitoring staffing levels in all operations to maintain operational efficiency and response time compliance.

B. Three EMS Operation Managers:(High Desert, West Valley, East Valley)

(1) Contractor must provide three (3.0 FTE) full time EMS Operations Managers who are responsible for leading the day-to-day operations to accomplish ambulance calls in a timely and efficient manner. The Operation Managers conduct regular demand analysis in coordination with the System Status Management Analyst and develop the master schedule to meet demand most efficiently and expediently; support the Medical Director, CQI and billing support staff; and evaluate, train and follow up with field crews in all areas of protocol compliance and field documentation.

(2) This individual shall be responsible for ambulance community services, contracts, interface with hospital CEOs, fire chiefs and other community leaders.

(3) These managers will oversee 20 field supervisors responsible for 911 responses 24/7 who will be always available to support field caregivers.

C. Communications Director

(1) Contractor must provide one (1.0 FTE) full-time Communications Director.

(2) The Communications Director will be responsible for all aspects of the emergency and IFT dispatch centers day to day activities.

(3) The Communications Manager requires an in-depth knowledge of dispatch center operations and policies and the ability to lead and organize personnel to work toward common goals and communicate clearly.

D. Human Resources Manager

(1) Contractor shall employ and maintain one full-time (1.0 FTE) Human Resources Manager.

(2) This position will provide direction and facilitate issues regarding employee relations, retention, labor relations, policy, labor contract interpretation and disciplinary procedures.

(3) The Human Resources Manager will provide guidance to management on various aspects of employment law including FMLA, ADA, investigations, disciplinary procedures, and workplace harassment.

E. Clinical QA-QI Education Manager

(1) Contractor must provide a full-time (1.0 FTE) clinical education services manager for the San Bernardino County operation. This person must be a paramedic or registered nurse with extensive experience in emergency and critical care with a minimum of three years' full-time experience working in a complex 911 ALS emergency ambulance services system.

(2) This individual shall be responsible for day-to-day clinical oversight of Contractor's accredited paramedics and certified EMT-Basics, clinical investigations, new hire orientation, initial and continuing education, employee development, clinical performance measurements and continuous quality improvement.

(3) This position will mine, analyze, and interpret local clinical data derived from the ImageTrend ePCR system, FirstPass, and other data sources to promote clinical quality, high performance service delivery, and community health.

(4) This individual shall be responsible for developing and advancing the quality of clinical performance.

F. Contractor must provide practice through the management and oversight of the CONFIRE EMS Quality Management Program and through the leadership and direct supervision of the CONFIRE EMS Quality Management Team comprised of seven (7) Continuous Quality Control (CQI) managers/specialists, twenty (20) field training officers, and documentation quality assurance manager.

G. Safety/Risk/Infection Control Manager

(1) Contractor must provide a full-time (1.0 FTE) full-time Safety/Risk Manager.

(2) Essential duties and responsibilities include overseeing ongoing compliance of programs including Hazard Communication (HAZCOM), airborne pathogens, blood borne pathogens, lifting and stretcher operations.

(3) The Safety/Risk/Infection Control Manager assists in the investigation of all work-related injuries and exposures and assists in retraining personnel as needed and handles oversight of classroom and field instruction on driving-related topics and management of compliance with all local, state and federal regulations, including OSHA, EPA and California Department of Labor regulations.

H. Logistics Manager

(1) Contractor must provide one (1.0 FTE) full-time Logistics Manager.

(2) This position shall oversee the supply chain purchasing and distribution process, including managing the inventory of equipment and medical supplies stored within the distribution warehouse.

I. Document Quality Assurance Manager

(1) Contractor must provide one (1.0 FTE) full-time Fleet Manager.

(2) Leads and directs all document and quality assurances staff to ensure documentation required for proper billing of claims is obtained from field staff for billable events.

J. Fleet Supervisor

(1) Contractor must provide one (1.0 FTE) full-time Fleet Supervisor.

(2) The Fleet Supervisor is primarily responsible for the repair and maintenance of all CONFIRE EMS-owned vehicles and overseeing a team of fleet mechanics and work performed by fleet mechanics.

(3) The Fleet Supervisor oversees the completion of all automotive repairs, adjustments, preventive maintenance service and checks of vehicles in accordance with prescribed PM policies and procedures, as well as accurate record-keeping of all services and repairs completed.

K. Contractor Local Medical Director

(1) Contractor must provide a local Medical Director licensed by the State of California, experienced in emergency medical services, to oversee its clinical services.

(2) This individual must be Board Certified in emergency medicine, experienced in emergency medicine, and preferably fellowship-trained in emergency medical services.

(3) This individual shall facilitate the procurement of, be responsible for, and oversee all pharmaceuticals including but not limited to controlled substances used by the Contractor

in delivering service.

(4) Contractor understands that the local Medical Director is distinct from, and does not have the powers or authority of, the ICEMA Medical Director, as defined in California Health and Safety Code section 1797.202.

L. Public Information Officer (PIO)/Community Relations Manager

(1) Contractor shall designate a Community Support Liaison who will oversee Contractors community activities such as a new Community Outreach and Support Team program, 911 awareness, CPR, AED use and other public outreach programs.

M. Management Information System (MIS)

(1) Contractor must provide one (1.0 FTE) full time MIS Director

6.3 CHANGES IN PERSONS ACTING AS KEY PERSONNEL

A. Contractor agrees that each Key Personnel position is separate and distinct, that it must be filled by a separate individual who is committed to and responsible for the functions of that position, and that it shall not transfer or reassign an individual identified above as Key Personnel without notifying ICEMA and meeting to discuss the impact.

B. Prior to any replacement of Contractor's Key Personnel with responsibility for this Agreement the County shall be entitled to review and discuss and reasonably object to the proposed replacement.

C. Such approval shall not be unreasonably withheld. Such approval shall include verification of resume and a completed background check by Contractor to be shared with ICEMA.

6.4 OTHER MANDATORY LEADERSHIP PERSONNEL

Contractor shall have management and supervisory personnel to manage all aspects of emergency ambulance service, including administration, operations, EMS training, clinical quality improvement, record keeping, and field supervision. Such supervision shall be provided continuously 24-hours per day.

Contractor has identified three (3) operational divisions within the Comprehensive Service Area. These are High Desert, West Valley, and East Valley divisions. To provide optimal day to day operations oversight and support, Contractor shall provide one Operations Manager for each operational division and six (6.0 FTE) Operations Supervisor for each division for a total of eighteen (18.0 FTEs) who will oversee their respective division 24/7/365.

A. Support and Field Supervisors

(1) Field and support Supervisors oversee day-to-day functions of Contractor's operations. In the event a Field Supervisor fails to perform to the satisfaction of the ICEMA Administrator, Contractor shall correct the deficiency in a timely manner.

a. The Field Supervisor is responsible for the day-to-day operations of field staff, including facilitation of internal communications between field staff and management, outside agency interface, real-time system status monitoring, facilitating short-term scheduling needs, oversight of company facility security, and other operational support functions

as assigned by the Operations Manager.

b. Field Supervisors serve as the Contractor's on-duty EMS Field Commanders and accordingly must be paramedics with a minimum of three (3) years' experience in a complex 911 system (similar to San Bernardino County), who are highly experienced and competent both administratively and in the management of large and complex emergencies as demonstrated through experience and extensive training in the Incident Command System (ICS).

c. The Field Supervisor must be able to disseminate initial level corrective action and reports through the operational command structure. It is understood that not all actions are time sensitive and/or need to be approved at the highest levels of the Contractor's management.

i. The Field Supervisor is responsible for:
- Real-time, non-dispatch center-initiated System Status Plan staffing adjustments and minimizing unscheduled unit out-of-service and turnaround times at receiving facilities.
- Investigating vehicle and general liability issues.
- Initial management of workers compensation issues.
- Managing employee performance issues, and customer or stakeholder complaints.

ii. The Field Supervisor shall also:
- Integrate into the ICS structure, assisting with management of complex incidents as needed or requested by partner agencies,
- Collaborate and cooperate with ICEMA leadership, managers and support personnel, and
- Communicate with the ICEMA on-call Duty Officer.

6.5 PERSONNEL LICENSURE AND CERTIFICATION

A. All persons employed by Contractor in the performance of its work, shall be competent and hold appropriate licenses, certifications, and permits in their respective professions and shall undergo a criminal record check. These provisions shall apply to all new employees brought on to start and continue services under this contract and excludes any incumbent San Bernardino County accredited and qualified EMT, paramedic, field supervisor, or existing ambulance management employees accepting employment with Contractor who meets all requirements of ICEMA as contained in these sections. Notwithstanding the foregoing, ICEMA retains its regulatory licensing and certification authority.

B. All of Contractor's ambulance, and Field Supervisor personnel responding to emergency medical requests shall be currently and appropriately certified and/or licensed to practice in the State of California and, for paramedics, accredited in San Bernardino County. Certification and accreditation requirements are as stated on the ICEMA website www.sbcounty.gov/icema and the website of the State EMS Authority www.emsa.ca.gov.

C. At all times, Contractor shall retain current documentation including issued course completion certificates and/or cards of all credentials required by ICEMA and/or the State of California including but not limited to copies of current and valid EMT-Basic Certification and Paramedic License and Accreditation documentation for all emergency medical personnel including supervisory and management staff performing services under this Agreement.

D. Contractor shall provide ICEMA with real-time access 24 hours a day, 365 days a year to all such records and reporting tools within its database approved by ICEMA. Failure to retain such records and/or permitting personnel to provide services absent required credentialing shall be immediately reported to ICEMA with a correlating corrective action plan.

E. Contractor shall participate in the DMV Employer Pull Notice (EPN) program.

6.6 TRAINING AND CONTINUING EDUCATION

A. Training and Continuing Education Program Requirements:

(1) Contractor shall maintain approval by ICEMA as an EMS Continuing Education provider (CE provider), as defined in Title 22 of the California Code of Regulations, Division 9, Chapter 11, Section 100390.

(2) Contractor must provide a comprehensive training/education program for all their paramedic and EMT-Basic personnel. Joint training sessions for ambulance and fire service first responders are required at mutually agreed to frequencies. Contractor's employee training program shall be subject to approval by ICEMA and include, but not be limited to:

a. Advanced training for EMT-Basics staffing ALS ambulances.

b. Orientation to the San Bernardino County EMS System.

c. Customer service and cultural sensitivity.

d. Pre-accreditation field evaluation for paramedics.

e. Post-accreditation education, supervision, evaluation.

f. Customer Service and cultural sensitivity, intelligence/humility, including Lesbian, Gay, Bisexual, Transgender, Queer/Questioning+ (LGBTQ+) Awareness and Sexual Harassment Training.

g. Continuing education that is linked to quality improvement activities, including skills, procedures protocols, issues, and other programs such as Just Culture.

h. Programs and activities to maintain uniform skill proficiency.

i. Develop comprehensive training and education opportunities with fire service and ambulance personnel.

j. HIPAA, Privacy, and Compliance Training.

k. Meets all training standards established by ICEMA Policy 1030R1.

(3) Contractor shall maintain a single electronic database for all clinical personnel utilizing and will provide ICEMA access to this database. The database will be continually updated so that records are current. The database will include, but not be limited to:

a. Employment status (e.g., currently employed by, previously employed by)

b. Certification/licensure

(4) Paramedic accreditation

(5) Required certifications within the contract: Basic Life Support (BLS), Cardiopulmonary Resuscitation, (CPR), Advanced Cardiovascular Life Support (ACLS), Pediatric Advanced

Life Support (PALS), Prehospital Trauma Life Support (PHTLS) and BLS / Advanced Life Support (ALS) skill refresher and Emergency Vehicle Operator Course (EVOC).

(6) PALS and PHTLS certifications can be provided to ICEMA by October 1, 2025.

(7) Any on-going training required by the ICEMA Medical Director (e.g., quarterly training).

B. Paramedic Training Requirements:

(1) Pediatric Advanced Life Support or Pediatric Emergencies for the Prehospital Provider.

(2) Prehospital Trauma Life Support or International Trauma Life Support, Basic Trauma Life Support or equivalent as determined by ICEMA.

(3) Advanced Cardiac Life Support.

(4) Bariatric Training to ensure safe movement and transport of morbidly obese patients.

(5) Incident Command System (ICS), 100, 200, 700 for non-supervisory personnel, and ICS-100, ICS-200, ICS-300, IS-700, IS-800, and SEMS for Field Supervisory personnel.

(6) Multi-Casualty Incident (MCI) Response training that includes ICEMA MCI Plan, and ReddiNet awareness.

E. EMT-Basic Training Requirements

(1) Cardiopulmonary Resuscitation Certification

(2) Bariatric Training to ensure safe movement and transport of morbidly obese patients.

(3) Multi-Casualty Response training that includes ICEMA MCI Plan, and ReddiNet awareness.

F. Additional Qualifications and Training

(1) Contractor shall train all ambulance personnel, supervisory, and management staff in their respective roles and responsibilities under ICEMA Multi-Casualty Incident Plan including training if appropriate, in the ReddiNet system to prepare them to function in the medical/health portion of the ICS.

(2) Contractor shall provide ambulance personnel with the training, knowledge, understanding, and skills to effectively manage patients with psychiatric, drug/alcohol, or other behavioral or stress related problems, as well as difficult scenes on an on- going basis.

(3) Contractor shall provide EVOC training to promote safe driving and prevent vehicular crashes/incidents to each of its personnel who operate a vehicle in performing service under this Agreement, including on-going driver-training for ambulance and field supervisory personnel.

(4) Contractor shall provide training to all prehospital personnel in prevention, Personal Protective Equipment (PPE), and universal precautions.

(5) Contractor may offer and/or require additional personnel qualifications and training beyond ICEMA requirements, including local optional scope of practice training.

(6) Contractor shall ensure paramedics participating in the Sheriff SWAT program are trained to the California Tactical Casualty Care (TCC) training program and the Tactical Emergency Medical Services (TEMS), to respond as a medical support services provider to critical law enforcement incidents.

(7) Contractor shall provide an EMS education program and make it available to all San Bernardino County EMS System providers to include:

a. Access to advanced clinical education equipment, including airway heads, MCI training kits IV/I0 arms and moulage kits.

b. Access to high-fidelity simulation manikins.

c. Access to online training for continuing education

6.7 AMBULANCE WORK SCHEDULES AND WORKING CONDITIONS

A. Contractor's work schedules and assignments shall provide reasonable working conditions for ambulance personnel.

B. At least 51% of the employers' schedule shall be Contractor's full-time employees.

C. Contractor's work schedules and assignments shall provide reasonable working conditions for ambulance personnel. Ambulance personnel cannot be fatigued to an extent that their judgment or motor skills might be impaired. Ambulance personnel must have sufficient rest periods to ensure that they remain alert and well-rested during work periods.

D. Daily and monthly monitoring of the 911 system Unit Hour Utilization (UHU) to address employee fatigue.

E. Contractor shall make available to ICEMA, copies of work schedules, (individual and collective), shift assignments, policies including those related to workload protection, and any audit criteria related to work schedules and working conditions.

F. Contractor shall establish best practices to minimize the turnover rate among the Contractor's personnel and report annually it's employee turnover rate.

G. Contractor shall provide its policy to ICEMA describing how Contractor measures workload and fatigue for ambulance crews.

H. Contractor shall provide its personnel recruitment and screening processes.

I. Contractor shall provide a copy to ICEMA of its employee retention program.

J. Contractor shall make available a copy to ICEMA the organization's programs, policies, and procedures for occupational health and safety and communicable disease control, including communicable disease prevention.

K. Contractor shall make available a copy of the organization's pre-employment and on-going physical and mental health ability evaluation processes.

6.8 CREW STATIONS AND SUB-STATIONS

A. The Contractor shall provide stations and sub-stations or other strategic posts that are accessible to on-duty field-based personnel 24/7/365. At a minimum, these facilities shall:

(1) Be climate controlled (air conditioning and heat)

(2) Sleeping quarters to accommodate 24-hour personnel

(3) Have adequate and comfortable seating to accommodate a complete on-duty crew

(4) Have at least one operable toilet, sink, and microwave as well as a desk, and chair

(5) Have data capability to enable patient care charting and uploading of documents

(6) Have adequate accommodations to meet the needs of nursing mothers

(7) Be compliant with the Occupational Safety and Health Administration (OSHA)/California OSHA (Cal OSHA) regulations

B. Any changes to the locations of Contractor's stations, substations or local headquarters will be subject to approval of the ICEMA Administrator. Such approval shall not be unreasonably withheld.

6.9 COMPENSATION AND BENEFITS

A. The Contractor should provide reasonable compensation and benefits, equal to or greater than what is being provided to the incumbent workforce to attract and retain experienced and highly qualified ambulance personnel to be compliant with 1797.230 and 1797.231. The Contractor is encouraged to establish programs that result in successful recruitment and retention of personnel.

B. Contractor shall provide to ICEMA completed copies of the compensation package for all personnel required under this Agreement including Dental and Optical insurance coverage. comparable to fire department operations in the same geographic region.

C. Additional employee programs shall include but are not limited to:

(1) Financial bonuses related to retention, sign-on and re-location programs
(2) EMT to Paramedic scholarships

6.10 COMMUNICABLE DISEASES. EMPLOYEE SAFETY, WELLNESS AND PREVENTION

A. Contractor shall have an ICEMA approved Communicable Disease Policy that complies with all Occupational Safety and Health Administration (Cal-OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste. All prehospital personnel shall be trained in prevention, personal protective equipment, and universal precautions.

B. Contractor shall have a pre-employment and on-going physical ability evaluation processes.

C. Contractor shall have communicable disease control and safety policies and procedures.

D. Contractor shall ensure appropriate PPE provided to ambulance crews to include at a minimum:

- Eye protection on person, in carry-in bags and in the vehicle
- Direct access to 3E Safety Data Sheets (SDS) online binder
- Surgical masks
- Impervious gowns

- Exam gloves in appropriate sizes
- Waterless viricidal hand cleaner & towelettes
- Easily accessible sharps disposal containers
- Impervious shoe covers
- N95/P100 respirators (annual mask fit testing for all employees)
- Disposable absorbent barriers (chux)
- Lined Paper sheets to protect patients
- High visibility coats, jackets and/ or vests
- Containers for disposal of bio-hazardous waste
- Sharps and pharmaceutical waste, red biohazard bags and
- Yellow infectious linen bags
- Department of Transportation (DOT) HazMat reference book

E. Contractor shall have an employee wellness program and health screenings that are designed to help employees improve their overall physical health.

F. Contractor shall have an infection prevention program that emphasizes aggressive hygiene practices and proactive personal protective equipment donning (e.g., eye protection, gloves, etc.).

G. Contractor shall maintain and strictly enforce policies for infection control, cross-contamination, and soiled materials disposal to decrease the chance of communicable disease exposure and transmission.

H. Contractor shall develop an injury prevention program to reduce work injuries such as back injuries with the use of power assisted gurney and other employee safety measures.

I. Contractor shall establish a stress management and employee resilience program for its employees to include an on-going stress reduction program, a critical incident stress action plan, and reliable access to trained and experienced professional counselors through an employee assistance program.

J. Any changes to Communicable Diseases, Employee Safety, Wellness and Prevents programs shall be approved by the ICEMA Administrator.

6.11 PROFESSIONAL CONDUCT

ICEMA expects and requires professional and courteous conduct and appearance at all times from Contractor's ambulance personnel, managers, and executives. Contractor shall address and correct any departure from this standard of conduct.

SECTION VII - CLINICAL PERFORMANCE STANDARDS

7.1 ICEMA MEDICAL OVERSIGHT

A. ICEMA will furnish medical control services including the services of the ICEMA Medical Director for all system participants' functions in the EMS System (e.g., medical communications, First Responder Agencies, transport providers).

B. ICEMA, through base hospital physicians (as defined in Health and Safety Code section 1797.59), shall also provide online medical control to field personnel 24 hours a day, seven days a week, 365 days a year.

C. ICEMA recognizes the unique role of the ICEMA Medical Director in delegating to Contractor's personnel the authority to perform certain medical interventions in accordance with the standards outlined by California law.

D. Contractor shall immediately notify ICEMA of potential violations of the California Health and Safety Code, California Code of Regulations, or ICEMA policy and protocols. Contractor shall complete an incident or unusual occurrence report within 24-hours for personnel involved in an unusual occurrence. Contractor shall cooperate fully with ICEMA and/or the California EMS Authority in the investigation of an incident or unusual occurrence.

7.2 PROTOCOLS, POLICIES, AND PROCEDURES

A. To ensure appropriate levels of quality care, Contractor and its personnel shall comply with all ICEMA policies, procedures, and medical protocols and other requirements established by the ICEMA Medical Director.

B. ICEMA may require that any of the Contractor employees attend a medical review/audit when necessary for clinical quality improvement purposes, at no cost to EMS Agency or the County.

7.3 CLINICAL QUALITY IMPROVEMENT

The goal of Contractor's Quality Improvement Plan is to attain the highest level of performance for an emergency medical services system in California. Services and care delivered must be evaluated by the Contractor's internal quality improvement processes and, as necessary, through ICEMA's quality improvement procedures to improve and maintain clinical excellence.

A. Contractor shall be financially responsible for FirstWatch products, FirstWatch OCU, and FirstPass. Contractor also commits to pay all costs for data source integration including initial implementation costs, ongoing annual support, and maintenance charges. The FirstPass module will be used to monitor Contractor's clinical performance.

B. The Contractor must make a continuous effort to detect and correct performance deficiencies and to continuously upgrade the performance and reliability of the entire EMS system. Clinical and response-time performance must be extremely reliable, with equipment failure and human error minimized through constant attention to performance, protocol, procedure, performance auditing, and prompt and definitive corrective action.

C. The Quality Improvement (QI) program must meet the requirements of Title 22 of the California Code of Regulations, Division 9, Chapter 12 (EMS System Quality Improvement), ICEMA policies and related guidelines and documented utilizing the EMSA Approved EMS

Quality Improvement (EQIP) Template.

D. The program must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care to improve patient care service and outcome.

E. The program may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development, and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

7.4 QUALITY PERFORMANCE

Contractor shall develop a written quality improvement plan which shall be approved by ICEMA.

A. Contractor must submit the EMS Quality Improvement Plan (EQIP) plan prior to the Service Start Date. The plan shall be consistent with the guidelines outlined in California Code of Regulations, Title 22, Division 9, Chapter 12 and ICEMA's EMS Quality Improvement Plan and adhere to any future changes to the plan. The plan must be an organized, coordinated, multidisciplinary approach to the assessment of prehospital emergency medical response and patient care for the purpose of improving patient care service and outcome. The plan may not be limited to clinical functions alone. It must include methods to measure performance, identify areas needing improvement, development and implementation of improvement plans, and then evaluate the results. The program shall describe customer service practices.

B. Ongoing QI requirements:

(1) Review and submit the EQIP annually for appropriateness to the provider's operation and revise as needed.

(2) Develop, in cooperation with appropriate personnel/agencies, a performance improvement action plan when the quality improvement program identifies a need for improvement. If the area identified as needing improvement includes system clinical issues, collaboration is required with ICEMA Medical Director or their designee.

(3) Submit a monthly report to ICEMA to show compliance with the approved plan and areas for improvement including key performance indicators developed in collaboration with ICEMA.

(4) Provide the County with an annual update, from date of approval and annually thereafter, on the provider's QI program. The update shall include, but not be limited to, a summary of how the QI program addressed the program indicators.

(5) Contractor shall actively participate in ICEMA's Quality Improvement process that may include making available relevant records for program monitoring. This commitment includes, but is not limited to:

a. Active participation of Contractor's senior leadership (Operations Manager, Clinical Manager, Medical Director) in EMS groups or committees dealing with quality management.

b. Designation of a Clinical Quality Manager to oversee Contractor's quality program.

c. Submission of monthly comprehensive key performance indicator reports to ICEMA.

d. Involvement in projects designed to improve the quality of EMS in San Bernardino County, including the submission of data that would allow the county to participate in participation in State and National Benchmarking, including California's EMS System Core Quality Core Measures Project, Cardiac Arrest Registry to Enhance Survival (CARES), National EMS Quality Alliance (NEMSQA) (formerly EMS Compass), and Mission: Lifeline.

e. Contractor shall review at a minimum 10% of randomly selected for each type of ALS, BLS, and CCT transport by the Clinical QI team or designated staff.

f. Active participation, when available, in local Health Information Exchange (HIE) data sharing initiatives approved by ICEMA.

7.5 QUALITY PROCESSES AND PRACTICES

The Contractor shall strive for clinical excellence. This includes, but is not limited developing a score card to track and monitor performance of:

A. Clinical care and patient outcome.

B. Skills maintenance/competency.

C. Mastery of ICEMA Policies and Procedures.

D. Patient care and incident documentation.

E. Evaluation and remediation of field personnel.

F. Measurable performance standards.

G. Implementation and operationalization of its Quality Improvement Plan.

7.6 ICEMA EMS CLINICAL PERFORMANCE MEASURES

ICEMA requires the Contractor to develop Clinical Performance Measures in coordination with the ICEMA Medical Director. An example of clinical standards is identified in Exhibit 6. Contractor may establish additional Clinical Performance Measures. Clinical Performance Standards will become part of the Contractor's QI plan as outlined in Section 7.3 and according to ICEMA policy. It is understood, due to the nature of Clinical Performance Standards, a phase-in discovery period as defined in Section 7.7 will be necessary, and standards may not be fully defined at the beginning of the Agreement.

7.7 MEASUREMENT OF CLINICAL PERFORMANCE STANDARDS

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing whatever level of effort is necessary to achieve the agreed-upon Clinical Performance Standards approved by the ICEMA Medical Director. The ICEMA Medical Director will have the final approval of all performance measures implemented as part of this agreement. Below are specific timelines for these performance standards to be

developed in collaboration with ICEMA.

A. 0-6 months of agreement: Build and test measurement system to establish benchmarks and develop a mutually agreed upon Indicator Specifications Sheet to identify specific performance measures.

B. 6-12 months: Run reports to collect data, develop standards of performance, provide training and test improvement methods.

C. 12-18 months: Examine performance, address deficiencies, finalize thresholds, and establish underperformance requirements which may include liquidated damages.

It is understood that adequate time is being provided to determine a baseline measurement for each of the finalized clinical performance standards. The Contractor shall ensure EMS personnel are trained to these standards in a manner consistent with this goal.

7.8 CLINICAL PERFORMANCE STANDARD LIQUIDATED DAMAGES

It is the goal of ICEMA is to ensure the delivery of quality of clinical care that adequately addresses the medical condition for all patients. To adequately implement these measures, there is an extended period of eighteen months to identify, test, implement a process to measure specific clinical performance, and evaluate performance improvement strategies.

A. Contractor shall work with ICEMA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates over a defined period as outlined in 7.7 above. If Contractor underperforms, based on baseline compliance rates, Contractor shall conduct a comprehensive performance improvement process that includes identification of root cause. Contractor will be required to implement a corrective action plan. The ICEMA Medical Director will work in consultation with the Contractor to make recommendations and have final approval of any corrective actions prior to implementation. If this process is not implemented.

B. Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this Agreement will result in damage to ICEMA and the County. It will be impracticable to determine the actual amount of damage whether in the event of underperformance or nonperformance, failure to meet standards or any other deviation. Therefore, Contractor and ICEMA agree to the process to establish liquidated damages specified in this Agreement. It is expressly understood and agreed that the liquidated damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as reasonable estimate of the damages to the County. If all corrective actions identified are implemented, no liquidated damages will be assessed.

C. Contractor understands that Clinical Performance Standards will be periodically updated to reflect current medical standards. Liquidated damages paid by Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement Plan shall be assessed.

D. The Contractor shall pay liquidated damages to ICEMA for the underperformance of Clinical Performance Standard as measured quarterly unless exempted by ICEMA using the FirstWatch program. An example of clinical liquidated damages assessments is located in Exhibit 6.

E. Exemptions include, but are not limited, to the following:

(1) Verified equipment failure with appropriate documentation of reporting and resolution.

(2) Verified technical failure to upload 12-lead ECG.

(3) Communication failure for advance notice of trauma and stroke.

(4) Patient declines treatment and it is properly documented.

(5) Specialty care center unable to accept stroke, STEMI, or trauma patient.

(6) Higher priority concerns take precedence (e.g., scene safety).

F. The Contractor understands ICEMA's independent verification of meeting clinical metrics derives from documenting the care consistent with the data standards brought forth by the National EMS Information System (NEMSIS) and the California EMS Information System (CEMSIS). All assessments, treatments, and specialty care notifications shall be captured in the appropriate designated NEMSIS field. Any documentation in an inappropriate field, such as the narrative only, will not be counted toward the numerator in the compliance calculation.

SECTION VIII - DATA AND REPORTING

8.1 FIRSTWATCH SYSTEM REQUIREMENTS

System Requirements for response time and clinical performance measurement. Contractor shall fund the full startup and ongoing costs of ICEMA's agreement with FirstWatch. With the use of their Online Compliance Utility (OCU) and FirstPass data programs, ICEMA will monitor the performance of Contractor in delivering services to the Comprehensive Service Area under the terms of this Agreement. Contractor and system partners shall be granted access to their data in OCU and FirstPass by ICEMA. The FirstWatch data platform will be linked to ICEMA's ImageTrend Electronic Patient Care Report (ePCR), the ICEMA designated EMD Center and Contractors dispatch to automate the process of compliance reporting, provide real-time clinical and operational performance dashboards and enable prompt alerting based upon events transpiring in the EMS system.

8.2 DATA AND REPORTING RESPONSIBILITY

Contractor shall provide detailed operations, clinical, administrative, and financial data as requested and, in a manner, approved by ICEMA.

8.3 PERFORMANCE DATA AND REPORTING

A. Contractor will collaborate with ICEMA to provide routine and ad hoc reports.

B. Contractor shall support the implementation of technology that will fully integrate electronic records and alignment of data sets EMS system-wide, in cooperation with ICEMA. A fully implemented tool will be capable of the following:

(1) Allow for quantitative reporting of overall clinical and operational performance, which can be tied to providing integrated EMS system patient care solutions, training and community prevention, meaningful data comparison, and greater collaborative research opportunity; and

(2) Provide real-time data access to any partnering agencies for use in fire-based EMS QI activities.

(3) Contractor shall work in earnest and good faith with ICEMA on all data initiatives used to support clinical care and quality improvement.

8.4 ELECTRONIC PATIENT CARE REPORTING

Contractor will be required to provide (ePCR) data, in a form and timeframe prescribed by ICEMA, pursuant to California Health and Safety Code section 1797.227 and approved by the ICEMA Medical Director, for patient documentation on all EMS system responses by Contractor and/or fire departments within the County including patient contacts, cancelled calls, and non-transports. The ePCR shall be accurately completed to include all information required by ICEMA and Title 22 of the California Code of Regulations, Division 9, Chapter 4, Article 8, Section 100171.

A. The ImageTrend ePCR platform, is the ICEMA preferred patient care report system and Contractor is required to pay the annual fee for licensing this product.

B. The ePCR system has the capability of mobile data entry in the Contractor's ambulances, supervisor support vehicles and fire first response vehicles, as well as at the patient's bedside.

The ePCR system complies with the current versions of NEMSIS and CEMSIS. In accordance with Health and Safety Code 1797.227. Compliant means a system that has been tested and certified "compliant" by NEMSIS. The ePCR system complies with the current mapping standards and data dictionary, as promulgated by EMSA and ICEMA. The ePCR system must be interoperable with other data systems, including the functionality to exchange electronic patient health information with other entities such as EMSA's Patient Unified Lookup System for Emergencies (PULSE) and hospitals in an HL7 format.

C. The ePCR system has the capability to:

(1) Link with the CAD to import all data for all calls.

(2) Search a patient's health record for problems, medications, allergies, and end of life decisions to enhance clinical decision making in the field.

(3) Alert the receiving hospital about the patient's status directly onto a dashboard in the emergency department to provide decision support.

(4) File the Emergency Medical Services Patient Care Report data directly into the patient's electronic health record for a better longitudinal patient record.

(5) Reconcile the electronic health record information including diagnoses and disposition back into the EMS patient care report for use in improving the EMS system.

D. ICEMA approved ePCR must be completed for all patients at the earliest opportunity consistent with EMS Agency policy, pursuant to California Health and Safety Code, Section 1797.227.

E. Contractor's ePCR must provide other data points consistent with the CEMSIS and ICEMA validation system, including any needed modifications to support EMS system data collection.

F. As health information systems evolve, the Contractor agrees to work with ICEMA and local hospitals to establish, and/or participate in, a Health Information Exchange (HIE) with each receiving facility, with automated data sharing for purposes of enhancing EMS system-level treatment, payment and operations through continuous quality improvement activities, including analysis of outcome data associated with individual patients. Should Contractor demonstrate that such HIE efforts have an associated financial impact, Contractor and ICEMA agree to meet and confer over that impact to cost or revenue.

8.5 RECORDS AND REQUIRED REPORTS

A. Personnel Reports:

(1) Contractor shall provide ICEMA with a list of all EMT-Basics and Paramedics employed by Contractor, as part of the ICEMA Agreement, as of the commencement date of the Agreement, who may provide services under this Agreement, and quarterly thereafter and shall update that list whenever there is a change throughout the year. This requirement may be met by Contractor keeping their employee certification and training database platform up to date.

(2) The personnel list shall include, at a minimum:
   a. Name
   b. California Paramedic license number and expiration date or EMT-Basic certification number and expiration date
   c. Expiration date of all required courses
   d. California Driver's License number

e. Residential address
f. Email address

B. The County expects Contractor to proficiently plan for and manage turnover so as to ensure the stability of its operations at all levels. Contractor shall develop and implement mechanisms to track, report, and provide information to the ICEMA Administrator.

8.6 COMMUNITY REPORT

A. Contractor shall provide an annual report to ICEMA on community programs and activities including, but not limited to:

(1) Number of conducted community education events

(2) First Responder/Law Enforcement Training

(3) CPR classes taught in Spanish and Mandarin language, including warning signs of heart attack and stroke

(4) Drowning prevention programs

(5) Community Emergency Response Team (CERT) volunteer training in Spanish

(6) Opioid awareness education in schools

(7) Narcan leave behind and narcotic/drug drop box programs

(8) Drunk driving prevention in schools

(9) Choking prevention

(10) Diabetes education/blood sugar checks

(11) Appropriate use of vehicle child-restraints

(12) Trip/fall hazards prevention

(13) Public relations activities

(14) Employee recognition

8.7 CUSTOMER FEEDBACK SURVEYS

A. Customer Service Outreach and Customer Inquiries:

(1) Contractor will provide a platform for internal and external community feedback and conduct regular internal randomized Customer Service Evaluation audits. Contractor will develop an enhanced patient satisfaction survey to assess, compare and provide third-party reports on how patients perceive the quality of care and will provide access to comments to ICEMA quarterly. All complaints may be anonymous but are to be counted with a unique identification number along with date and time of receipt.

(2) Contractor shall have a customer service telephone line giving customers and system participants the ability to contact a designated liaison of the Contractor's leadership team to discuss recommendations or suggestions for service improvements. The telephone line

shall be accessible without charge to all callers within the continental United States.

(3) The number may be answered by a designated manager or provide an opportunity for the caller to leave a voicemail message. The number will be published on the Contractor's website and publicized at local healthcare facilities and public safety agencies.

(4) If the number is answered by an automatic greeting and/or menu selection, the initial message must immediately convey that this is a customer service line, and if caller has an emergency to hang up and dial 911 in case the caller inadvertently called the customer service line looking for emergency service.

(5) Members of the Contractor's management team are to be notified of any complaint calls. Incidents that require follow-up to the customer must be resolved by the end of three (3) business days from when the call was received, and if not possible, notification must be made to the customer with the status of the request.

B. Handling Service Inquiries and Complaints:

(1) Contractor shall log the date and time of each inquiry and service complaint. Contractor shall provide a prompt response and follow-up to each inquiry and complaint. Such responses shall be subject to the limitations imposed by patient confidentiality restrictions.

(2) Contractor shall submit to ICEMA, on a monthly basis, a list of all complaints received and the disposition/resolution. Copies of any inquiries and resolutions of a clinical nature shall be referred to the EMS Medical Director using ICEMA's unusual occurrence procedure within twenty-four (24) hours of the initial inquiry.

C. Contractor shall submit the results of a customer satisfaction survey administered by a third-party to the ICEMA Administrator annually.

8.8 OTHER REPORTS

A. Contractor shall promptly allow for the inspection of and/or provide a copy of other reports and/or records as may be reasonably required by ICEMA Administrator.

B. These reports and/or records include copies of any memos and/or other correspondence distributed to field personnel related to EMS clinical or operational issues as well as newsletters or updates provided to Contractor's personnel and/or system stakeholders.

SECTION IX - SUB-CONTRACTING

9.1 SUB-CONTRACTING RESTRICTIONS

Except for the sub-contracting provisions specified herein, Contractor shall not assign or sub- contract any portion of the Agreement for services to be rendered without prior written consent of County, which County may withhold in its sole discretion, and any assignment made contrary to the provisions of this section may be deemed a material breach of the Agreement and, at the option of County shall not convey any rights to the assignee.

SECTION X -ADMINISTRATIVE REQUIREMENTS

10.1 REGULATORY AND POLICY REQUIREMENTS

A. Contractor shall provide services in accordance with the requirements of California Health and Safety Code sections 1797 et seq., California Code of Regulations, Title 22, Division 9, and ICEMA Policies and Procedures, and all other applicable State and Federal requirements, including any amendments or revisions thereof.

B. Contractor shall follow all direction provided by the Executive Officer, EMS ICEMA Administrator, their designee, or the ICEMA Medical Director.

C. Contractor will cooperate with ICEMA's ongoing development of policies and procedures for appropriate patient care.

10.2 COMMISSION ON ACCREDITATION OF AMBULANCE SERVICES

Contractor and Subcontractor shall become accredited by the Commission on Accreditation of Ambulance Services (CAAS) for the Comprehensive Service Area within 18 months following commencement of the Contract term and shall maintain this accreditation throughout the terms of this Agreement.

10.3 NEW EMPLOYEE AND COMPANY ORIENTATION

A. Contractor shall properly orient all field personnel before assigning them to respond to emergency medical requests. Such orientation shall be approved by ICEMA and include at a minimum:

(1) Pre-employment seven-panel drug screen

(2) Pre-employment Department of Transportation (DOT) physical

(3) Criminal records background check, sex offender registry and OIG

(4) Licensure verifications

(5) Three-year motor vehicle records and insurance approval

(6) Pre-employment cognitive written exam – scoring 75% or higher

(7) Pre-employment psychomotor practical skills exam – scoring 75% or higher

(8) Oral interview with management

(9) Successful completion of 40-hour classroom orientation

(10) Successful completion of 48-hour clinical ride

(11) Completion of Company Equipment and Vehicle Operation (CEVO) course

(12) Agency policies and procedures

(13) Radio communications with and between the provider agencies, base hospital, receiving hospitals, and County communications centers

(14) Ambulance and equipment utilization and maintenance

(15) Continual orientation to customer service expectations

(16) Performance improvement

(17) The billing and reimbursement process, and compliance

B. Cognitive and Psychomotor Examination

(1) Paramedic and EMT cognitive exams based on the national standard curricula by the National Highway Traffic Safety Administration (NHTSA).

(2) Psychomotor examination consisting of five (5) separate skills in a scenario-type format to approximate the abilities of the EMT or paramedic to function in the out-of-hospital setting.

C. Candidates must demonstrate an acceptable level of competency in the following skills:

(1) Patient Assessment – Trauma

(2) Ventilatory Management

(3) Basic Life Support

(4) Advanced Cardiac Life Support Megacode (Paramedic Only)

(5) IV and Medication Administration

(6) OB-GYN and Pediatric Emergencies

10.4 EMS ORIENTATION

A. Contractor shall ensure that all field personnel, not previously employed in San Bernardino County, attend a Contractor orientation to the San Bernardino County EMS System which shall be approved by ICEMA.

B. This orientation shall offer an overview of the San Bernardino County EMS system, review of ICEMA EMS Policies and Procedures with particular attention to specialized systems of care, EMS documentation requirements, and Local Optional Scope practices.

10.5 HEALTH AND SAFETY/INJURY AND ILLNESS

A. Contractor shall have an EMS Agency Occupational Safety and Health Policy that complies with all California Occupational Safety and Health Administration (Cal OSHA) requirements and other regulations related to prevention, reporting of exposure, and disposal of medical waste.

B. All prehospital personnel shall be trained in prevention, Personal Protective Equipment (PPE), and universal precautions.

C. The Health and Safety program shall include, at a minimum:

(1) Pre-screening of potential employees (including drug testing consistent with California law)

(2) Initial and on-going driver training

(3) Lifting technique training

(4) Hazard reduction training

(5) Review employee health/infection control related information such as needle sticks, employee injuries, immunizations, exposures and other safety/risk management issues.

(6) Involvement of employees in planning and executing its safety program; and

(7) Review current information related to medical device FDA reportable events, recall, equipment failure, accidents.

D. Contractor's health, safety and risk mitigation process will include, at a minimum:

(1) Gathering data on all incidents that occur among the Contractor's workforce.

(2) Analyzing the data to find causative factors and determine preventive measures.

(3) Devising policies prescribing safe practices and providing intervention in unsafe or unhealthy work-related behaviors.

(4) Gathering health and safety information as required by law.

(5) Implementing training and corrective action on health and safety related incidents, as required by law.

(6) Providing initial and on-going training on safe practices and interventions.

(7) Providing safe equipment and vehicles.

E. Contractor shall provide adequate PPE to employees, including universal precautions for routine care, uniforms and personal protective gear to employees working in hazardous environments, including but not limited to rescue operations and motor vehicle collisions. The Contractor shall select this equipment in conjunction with field providers to ensure it complies with current workflow and will be adapted in the care process. All field providers must be trained in the use of PPE and fit tested when appropriate. Policies and procedures must clearly describe the routine use of PPE on all patient encounters. The Contractor shall maintain uniform standardization as approved by ICEMA.

F. PPE shall meet all State and Federal requirements specific to EMS use and State of California EMS Authority recommendations for PPE. At a minimum, personal protective gear shall include appropriate protection for:

(1) Head (e.g., safety helmet)

(2) Eyes (e.g., safety helmet face shield or goggles)

(3) Ear protection

(4) Skin (e.g., jacket and gloves)

(5) Respiratory protection (e.g., face masks and N95 masks)

10.6 EVOLVING OSHA AND OTHER REGULATORY REQUIREMENTS

A. If regulatory requirements change for occupational safety and health, including but not limited to, infection control, blood borne pathogens, and TB during the term of this Agreement the Contractor shall adopt procedures that meet or exceed all requirements.

B. Contractor shall make health screening and all currently recommended immunizations available

to its high-risk personnel at no cost.

10.7 SUPPORT OF LOCAL EMS TRAINING ACTIVITIES

A. The County EMS system is composed of multiple individuals and agencies. ICEMA expects the Contractor to collaborate and work with these system stakeholders in improving service, clinical care, and system performance. The stakeholder groups include but are not limited to, physicians, nurses, paramedics, EMT-Basics, and fire service personnel.

B. In an effort to continually bring new caregivers into the EMS system, Contractor shall:

(1) Offer educational opportunities for EMT-Basic students to ride-along on Contractor's ambulances. Preference should be given to local EMT training programs. Participating programs will be required to execute a ride-along agreement with Contractor.

(2) Provide preceptors and internships for paramedic students enrolled in community colleges and private training programs located in San Bernardino County. These local training programs will generally have priority over out-of-county training programs, but not over Contractor's local employees who may be enrolled in an out-of-county training program.

10.8 SPECIAL TEAMS AND EVENTS

A. Contractor shall develop or expand the following special operational programs:

(1) Fire/Unique Incident Medical Support

(2) Enhanced Remote Response Capabilities

(3) Tactical Medic Program

(4) Paramedic Bicycle Team

10.9 PARTICIPATION IN EMS SYSTEM DEVELOPMENT

A. ICEMA anticipates further development of its EMS system and regional efforts to enhance disaster and mutual-aid response. ICEMA requires that its provider(s) actively participate in EMS activities, committee meetings, and work groups including disaster preparedness planning. Contractor shall participate and assist in the development of system changes.

B. Contractor shall explore a telehealth option with ICEMA and the ICEMA Medical Director to develop a telehealth technology program incorporated into the caregivers ePCR tablet that may allow patients to receive the right care at the right time with the right resources reducing the financial burden on the patient of an ambulance transport and emergency department bill.

C. Providing person-centered care, such that beneficiaries receive the appropriate level of care while having greater control of their healthcare through the availability of more options.

D. Encouraging appropriate utilization of services, to meet healthcare needs effectively.

E. Increasing efficiency in the EMS system, to more readily respond to and focus on high- acuity cases.

F. Contractor will be expected to work with ICEMA and EMS system participants to analyze the benefits of new innovative programs and discuss the implementation and value of telehealth programs for San Bernardino County.

10.10 COMMUNITY PARAMEDICINE

A. Contractor, and EMS Agency shall work together to provide additional creative solutions to support the health and welfare of community members through the utilization of fire and ambulance personnel to conduct programs such as reduction of repeat hospital visits with patient home follow-up, transportation to alternate locations.

B. Contractor shall meet and confer on the potential implications of local Community Paramedic programs. All programs must be approved by ICEMA.

C. Contractor will provide Rapid Resource Vehicles with the approval of ICEMA and area hospitals to provide additional staff, system resources, replenish stretchers and other equipment, with the goal of reducing Ambulance Patient Offload Delays (APOD).

D. Behavioral Health Units - Contractor will consult with ICEMA and the ICEMA Medical Director on the implementation of its new secure Behavioral Health Transportation vehicles to reduce emergency department waiting time and unnecessary ambulance transport. This new added service will be available on April 1, 2024

10.11 COMMUNITY EDUCATION

A. Training a Future Workforce – As part of a recruiting and hiring approach, within one (1) year of startup, Contractor will provide free EMT training and certification to entry level trainees who want to begin a career in EMS. Contractor will partner with a local community college and its continuing education program to support multiple EMT Academies each year with paid tuition and testing fees.

B. Upon graduation and passing of the National Registry EMT exam, EMTs will work initially on Contractor ambulances for a specified period of time. EMTs will then have preferred placement when local fire service agencies recruit for firefighter-EMT positions if they so choose.

C. Contractor will support prevention and system access through community education programs provided to schools, and community groups. Contractor shall lead or participate in such programs working collaboratively with ICEMA, other public safety and EMS-related groups.

D. Contractor will annually plan and implement definitive community education programs, which will include the identification of and presentation to key community groups which influence the public perception of the EMS system's performance. Programs offered but not limited to:

(1) Chest Pain Awareness and hands only CPR training events

(2) "Stop the Bleed" education

(3) Fall Prevention programs

(4) Fill the ambulance charity event

(5) Participation in "EMS Week" and other educational activities involving prevention, system awareness, system access and appropriate use of the EMS system.

E. Collaborate with ICEMA and invite fire agencies to participate in offering free of charge education to skilled nursing facilities on effective access and efficient utilization of the 911 system on an annual basis. This program will build relationships that influence the public's perception of the EMS system within these care communities and provide training to facility staff on:

(1) San Bernardino County's EMS response.

(2) How to be prepared when calling 911.

(3) Requests for EMS with Physician Ordered Life Sustaining Treatment (POLST) in place.

(4) What EMS responders will need when they arrive.

F. Partner with the California Highway Patrol (CHP) "Every 15-Minutes" and other Driving Under the Influence (DUI) reduction programs.

G. Provide event planning support, EMS staff, and equipment for programs in the County as requested by CHP.

10.12 ENVIRONMENTAL REQUIREMENTS

In accordance with County Policy 11-08, the County prefers to acquire and use products with higher levels of post-consumer recycled content. Environmentally preferable goods and materials must perform satisfactorily and be available at a reasonable price. The County requires Contractor to use recycled paper for any printed or photocopied material created as a result of this Contract. Contractor is also required to use both sides of paper sheets for reports submitted to the County whenever practicable.

To assist the county in meeting the reporting requirements of the California Integrated Waste Management Act of 1989 (AB 939), Contractor must be able to annually report the County's environmentally preferable purchases. Contractor must also be able to report on environmentally preferable goods and materials used in the provision of their service to the County, utilizing a County approved form.

10.13 RECYCLING

San Bernardino County is an environmentally responsible employer and seeks all practical opportunities for waste reduction and recycling. Contractor shall make reasonable efforts to comply with County Policy 11-08, The County, therefore, encourages its Contractors to recycle appropriate materials offered by the waste disposal services in the area, and reduce waste volume and toxicity by using environmentally friendly packaging material whenever possible, and reuse appropriate items when possible. Also important is the proper disposal of toxic, flammable, biohazard and/or hazardous materials.

Some examples of environmentally friendly practices include:

A. Backhauling product packaging to the supplier for reuse or recycling.

B. Shipping in bulk or reduced packaging.

C. Using soybean-based inks for packaging printing.

D. Using recycled product packaging or using recyclable or reusable packaging material the County encourages all Contractors for goods and services to adhere to these principles where practical.

10.14 CONFORMITY WITH LAWS AND SAFETY

In performing services under this Agreement, Contractor shall observe and comply with all applicable

laws, ordinances, codes, and regulations of governmental agencies, including federal, state, municipal, and local governing bodies, having jurisdiction over the scope of services, including all applicable provisions of the California Occupational Safety and Health Act. Contractor shall indemnify and hold County harmless from any and all liability, fines, penalties, and consequences from any of Contractor's failures to comply with such laws, ordinances, codes and regulations.

10.15 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES PROVISIONS

Employment Discrimination

A. During the term of the Contract, Contractor shall not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, sexual orientation, age, or military and veteran status. Contractor shall comply with Executive Orders 11246, 11375, 11625, 12138, 12432, 12250, 13672, Title VI and Title VII of the Civil Rights Act of 1964, the California Fair Employment and Housing Act and other applicable Federal, State and County laws and regulations and policies relating to equal employment and contracting opportunities, including laws and regulations hereafter enacted.
B. If requested to do so by the County, Contractor shall provide the County with access to copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
C. Contractor shall recruit vigorously and encourage minority - and women- owned businesses to bid its sub-contracts.
D. Nothing contained in this Agreement shall be construed in any manner so as to require or permit any act, which is prohibited by law.
E. The Contractor shall include the provisions set forth in paragraphs A through E (above) in each of its subcontracts.

10.16 DRUG AND ALCOHOL-FREE WORKPLACE

Contractor shall maintain a drug and alcohol-free workplace. Contractor shall not unlawfully manufacture, distribute, dispense, possess or use controlled substances, as defined in 21 U.S. Code § 812, including, but not limited to, marijuana, heroin, cocaine, and amphetamines, at any facility or work site.

In recognition of individual rights to work in a safe, healthful and productive workplace, as a material condition of this Contract, the Contractor agrees that the Contractor and the Contractor's employees, while performing services under this Contract:

Shall not be in any way impaired because of being under the influence of alcohol or an illegal or controlled substance.

Shall not possess an open container of alcohol or consume alcohol or possess or be under the influence of an illegal or controlled substance.

Shall not sell, offer, or provide alcohol or an illegal or controlled substance to another person, except where Contractor or Contractor's employee who, as part of the performance of normal job duties and responsibilities, prescribes or administers medically prescribed drugs.

10.17 TIME OF ESSENCE

Time is of the essence in respect to all provisions of this Agreement that specify a time for performance provided, that the foregoing shall not be construed to limit or deprive a party of the benefits of any grace or use period allowed in this Agreement.

10.18 ACCIDENTS

A. If a death, serious personal injury, or substantial property damage occurs in connection with Contractor's performance of this Agreement and/or warrants submission of an ICEMA Unusual Occurrence Report (as per ICEMA Policy), Contractor shall immediately notify the County, but not more than two hours following the incident, by contacting the ICEMA designated EMD Center and speaking with ICEMA Duty Officer on call. Doing so is mandatory prior to any news or social media release by contractor.
B. Contractor further agrees to take all reasonable steps to preserve all physical evidence and information which may be relevant to the circumstances surrounding a potential claim, while maintaining public safety, and to grant the County the opportunity to review and inspect such evidence, including the scene of the accident, provided, however, this shall not be construed to require contractor to disclose communications privileged under attorney-client privilege or correspondence created under the attorney work product doctrine
C. Contractor to have a policy prohibiting the taking and release of photos of patients or victims by any device unless officially directed to do so by a specifically authorized contractor manager(s).

10.19 WORKER'S COMPENSATION

Contractor shall provide Workers' Compensation insurance, in accordance with Exhibit 4, at Contractor's own cost and expense and further, neither the Contractor nor its carrier shall be entitled to recover from County any costs, settlements, or expenses of Workers' Compensation claims arising out of this Agreement.

10.19 FORCE MAJEURE

In the event the Scope of Work (as detailed in the Request for Proposals [RFP] Section IV) is delayed due to causes which are outside the control of both parties and their subcontractors, consultants and employees, and could not be avoided by the exercise of due care, which may include, but is not limited to, delays by regulating agencies, wars, floods, adverse weather conditions, labor disputes, unusual delay in transportation, earthquakes, fires, terrorism, incidence of disease or other illness that reaches outbreak, epidemic and/or pandemic proportions or otherwise affects San Bernardino County and the Contractor's labor or supply chain, unusual delay in deliveries, riots, civil commotion or other unavoidable casualties, and other acts of God, both parties will be entitled to an extension in their time for performance equivalent to the length of delay. Neither party will be entitled to compensation from the other for force majeure events. If one party believes a Force Majeure event has occurred, they shall promptly notify the other party. Both parties shall meet and confer to discuss ways to mitigate the potential impacts of the Force Majeure event.

SECTION XI - FISCAL REQUIREMENTS

11.1 PRICING, BILLING, AND COLLECTIONS

A. The primary means of Contractor compensation is through fee-for-service reimbursement of patient charges.

B. Contractor shall be entitled to charge patients for the services rendered according to the User Fee Schedule in Exhibit 2. Contractor shall not discount its rates less than the rates set forth in Exhibit 2, except where required by law (e.g., Medicare or Medicaid, or where a patient meets Contractor's Compassionate Care Policy).

C. Contractor shall submit any requested revisions to this list of charges to the ICEMA Administrator for approval prior to instituting any new charges. Such approval shall be in the sole discretion of the ICEMA Administrator. Approval, however, shall not be unreasonably withheld.

D. Contractor shall not receive a subsidy from the County for the performance of any services described within this Agreement. Nothing herein shall prohibit the County from entering into a separate agreement(s) with Contractor. Nothing herein shall be construed as prohibiting Contractor from applying for and/or receiving other forms of revenue, reimbursement or compensation through other lawful sources, including, without limitation, programs such as Ground Emergency Medical Transportation (GEMT) authorized by the Centers for Medicare and Medicaid Services.

11.2 DEDICATED STANDBY

Contractor may negotiate its usual and customary responsible party fees for a private organization that requests a dedicated ALS or BLS standby ambulance at a special event. Contractor may enter into a separate agreement with the sponsor for the provision and payment for such services. Contractor reserves the right to sub-contract standby services to ICEMA approved ambulance providers.

11.3 MEDICARE AND MEDI-CAL

Contractor shall not reject patients on the basis of insurance coverage or carrier, including accepting Medicare and Medi-Cal assignment for patient treatment and transport.

11.4 AMBULANCE TRANSPORT RATE ADJUSTMENTS

Ambulance rates may be adjusted annually in accordance with County Ordinance and ICEMA Policy.

11.5 BILLING AND COLLECTION SERVICES

A. Contractor is responsible for considerate billing and collection practices. Contractor's collection practices shall follow all State and Federal collection laws and regulations. Contractor's accounts receivable management system will be capable of timely response to patient and third-party payer inquiries regarding submission of insurance claims, dates and types of payments made, itemized charges, and other inquiries.

B. Contractor will have personnel available at the Contractor's local headquarters, accessible via a toll-free phone number to provide an initial response to questions regarding patient bills. The

Contractor will provide interpreter service, relative to billing and collections, to parties having limited English proficiency.

C. Contractor will have a billing and collections system that is well-documented, easy to audit, customer- friendly, assists in obtaining reimbursement from third party sources, and is capable of electronically filing Medicare and Medi-Cal billing claims.

D. Direct patient billing statements will be itemized so that all charges are clearly explained. The accounts receivable management system will automatically generate Medicare and Medi-Cal billing forms electronically or on paper.

E. If a patient is initially billed directly, Contractor's first invoice will request third-party payment information and ask the patient to contact the billing office. A toll-free number and return envelope will be provided.

F. If a patient has no third-party coverage, Contractor will have a liberal installment plan policy for payment arrangements. If the payment arrangements are not adhered to, the account may be assigned for collection.

11.6 COMPASSIONATE CARE PROGRAM

A. Contractor shall have a written financial hardship/compassionate care policy which shall apply to patients who do not have medical insurance and who have limited financial capacity. Policy to be made available upon request.

B. Contractor will implement programs that assist patients who are financially challenged, including:

(1) Discounted payment plan for services for uninsured or self-pay patients who demonstrate financial need.
(2) Payment plan available upon request for patients who demonstrate they require extra time paying off medical bills.
(3) Charity care plan for uninsured patients who are considered indigent under federal poverty guidelines.
(4) Compassionate care may be considered upon the submission by the patient or the patient's legal representative of a Fee Waiver Application.

C. A patient is determined eligible for the program based on their income level in comparison to the Federal Poverty Level (a patient must make within 125% of the level).

11.7 ACCOUNTING AND PAYMENTS TO ICEMA

A. Invoicing and Payment for Liquidated Damages

ICEMA shall render its invoice for any liquidated damages to the Contractor within thirty (30) business days of the end of the Contractor's monthly performance period. The Contractor shall pay ICEMA on or before the 30th day after receipt of the invoice. A five percent (5%) late payment charge will be assessed monthly on any payment made after the due date. If Contractor disputes any of the invoiced amounts, the parties shall meet to try and resolve the dispute during this thirty-day period. If they have not been resolved to satisfaction, the invoice shall be paid in full and subsequent invoices will be adjusted to reflect the resolution of disputed amounts. Failure of Contactor to pay liquidated damages to ICEMA as specified within the timeline identified herein shall constitute material breach of this Agreement.

B. Payment and Service Charges

(1) ICEMA will issue an invoice to the Contractor each quarter, Contractor is required to pay a service charge in accordance with the cost of contract compliance monitoring as set by ICEMA and the Board of Supervisors. This service charge is intended to offset ICEMA's cost of oversight of Contractor's operations. The contract compliance monitoring service charge is estimated to be $1,800,000 for the first year of the contract and will receive an annually Consumers Price Index (CPI) adjustment. The Contractor will pay the following service charges as estimated below:

Estimated Annual Services	
Emergency Medical Services (EMS) Agency Oversight & Monitoring services	$1,800,000
ImageTrend, Annual estimate	$180,000
FirstWatch, On-line Compliance Utility (OCU), FirstPass Initial	$100,850
FirstWatch, OCU, FirstPass Annual	$17,356
ICEMA Designated Emergency Medical Dispatch (EMD) Center	$917,275

(2) Payments shall be made quarterly with the first payment due the last day of the month following the previous quarter. The annual aggregate payment shall not exceed the ICEMA's actual costs for management and regulatory activities associated with the contract.

(3) All payments to ICEMA by Contractor shall be due the last day of the month following the previous quarter. A late payment charge of five percent (5%) shall be assessed monthly if no payment is received by the last day of the next month. In the event Contractor's payments are not paid within 90 days, County may place Contractor in breach.

(4) ICEMA may increase the fees listed in this section annually beginning April 1 of each year, however, such increases may not exceed the Riverside-San Bernardino-Ontario Consumer Price Index (Riverside-San Bernardino-Ontario CPI) increases for the previous year.

(5) Contractor shall pay all liquidated damages and/or other financial payments to ICEMA pursuant to the terms of this Agreement.

11.8 TAXES

Payment of all applicable federal, state, and local taxes shall be the sole responsibility of the Contractor.

SECTION XII - GENERAL AGREEMENT REQUIREMENTS

12.1 TRAINING DOCUMENTATION RETENTION

Contractor shall ensure that all personnel subject to training requirements have obtained all necessary education. At all times, Contractor shall retain copies of the current training documentation including but not limited to course completion certificates for all paramedics and EMT-Basics performing services under this Agreement while employed and for 5-years thereafter.

12.2 AUDITS AND INSPECTIONS

A. Contractor shall maintain separate full and accurate financial records for services provided pursuant to this Agreement in accordance with generally accepted accounting principles.

B. With reasonable notification and during normal business hours, ICEMA, its authorized agents, officers, or employees, shall have the right to review all business records including financial records of Contractor pertaining to this Agreement. All records shall be made available to ICEMA at the ICEMA office or other mutually agreeable location. ICEMA may audit, copy, make transcripts, or otherwise reproduce such records, including but not limited to contracts, payroll, inventory, personnel and other records, daily logs, and employment contracts.

C. Contractor shall make available a year-end financial report to the ICEMA Administrator for review. This report shall include annual financial statements reviewed by an independent public accounting firm in accordance with generally accepted accounting procedures. Statements shall be available to the ICEMA Administrator on an annual basis within one hundred twenty (120) calendar days of the close of Contractor's fiscal year. If Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements for the San Bernardino County operation shall be required and shall be subject to the independent auditor's review. Contractor shall make all financial records for San Bernardino County contract services available to ICEMA to audit as requested.

D. Contractor may be required to provide ICEMA with periodic report(s) in the format approved by ICEMA Administrator to demonstrate billing compliance with approved/specified rates.

12.3 ANNUAL PERFORMANCE EVALUATION

A. The County will evaluate the performance of the ambulance provider annually through the Emergency Medical Care Committee (EMCC) as stated in Section 1.4. Contractor shall submit to ICEMA, an annual performance report as required by ICEMA Administrator, which at a minimum, shall include the following in the performance evaluation:

(1) Documentation of Contractor's overall compliance with the terms and conditions of this Agreement.

(2) Objective and auditable documentation of Contractor's quarterly financial operations statements and annual audited report demonstrating financial performance and stability.

(3) Documentation of actions of Contractor's personnel in collaborating with ICEMA and system stakeholders to deliver efficient, effective, and compassionate prehospital care to the residents and visitors of the County.

(4) Objective and subjective documentation of satisfaction of Contractor's customers; and

(5) Objective documentation of community engagement by Contractor, including education and prevention activities.

Note: The decision to extend or renew a contract is at the sole discretion of the County, regardless of the results of the EMCC annual evaluation.

12.4 CONTINUOUS SERVICE DELIVERY

A. Contractor agrees that, in the event of a material breach by Contractor, Contractor will work with the County to ensure continuous and uninterrupted delivery of services that meet or exceed all performance standards under the Agreement, regardless of the nature or causes underlying such breach.

B. Contractor agrees that there is a public health and safety obligation to assist County in every effort to ensure uninterrupted and continuous service delivery in the event of a material breach, even if Contractor disagrees with the determination of material breach.

12.5 DISPUTE RESOLUTION

In the event of a material dispute between the parties which is not resolved through the provisions as described herein, the parties shall use their best efforts to settle the dispute through negotiation with each other in good faith. If, after a good-faith attempt, the dispute is not resolved, County and Contractor may agree to non-binding mediation or arbitration to resolve any material dispute or material claim between them arising out of this Agreement or any resulting transaction before resorting to other court action.

A. Fees and Costs
The mediation or arbitration fee, if any, shall be divided equally among the parties involved. Each party would bear their own costs.

B. Discovery
In advance of the mediation or arbitration, the parties shall voluntarily exchange all non-confidential and non-exempt documents requested by the other party that relate to the dispute.

C. Confidentiality
Any mediation or arbitration proceeding shall be confidential and shall not be admissible in a subsequent proceeding.

12.6 LAME DUCK PROVISIONS

Conditions:

A. Should this Agreement not be renewed or extended, or if ICEMA has indicated its intent to enter into a procurement process to seek a different emergency ALS, BLS, IFT or CCT, including 911 emergency response service provider, Contractor agrees to continue to provide all services required in and under this Agreement until the County or a new entity approved by ICEMA assumes service responsibilities. Under these circumstances, Contractor will serve as a lame duck Contractor for an extended period of time, which could be a year or longer. To ensure continued performance fully consistent with the requirements in this Agreement through any such period, the following provisions shall apply:

B. Contractor shall continue all operations and support services at the same level of effort and

performance as were in effect prior to the award of the subsequent contract to a competing organization, including but not limited to compliance with provisions of this Agreement related to qualifications of key personnel. Neither shall the Contractor inflate costs that a new Contractor would be required to assume.

C. Contractor shall make no changes in methods of operation that actually reduce or could reasonably be considered to be aimed at reducing Contractor's service and operating costs to maximize or affect a gain during the final stages of this Agreement.

D. Contractor shall make no changes to employee salaries during this period that could reasonably be considered to be aimed at increasing costs to the incoming provider. Regularly scheduled increases based on length of service or contained in pre-existing binding contracts or labor agreements will be allowed.

E. Should there be a change in provider, the current service provider shall not penalize or bring personal hardship to bear upon any of its employees who apply for work on a contingent basis with competing Bidders and shall allow without penalty its employees to sign contingent employment agreements with competing Bidders at employees' discretion. The current service provider acknowledges and agrees that non-exempt personnel, EMT-Basics, and paramedics, working in the EMS system have a reasonable expectation of long-term employment in the system, even though contractors may change. However, the current service provider may prohibit its employees from assisting competing Bidders in preparing proposals by revealing trade secrets or other information about the current service provider business practices or field operations.

F. The County recognizes that if another organization should be selected to provide service, the current service provider may reasonably begin to prepare for transition of service to the new entity. ICEMA shall not unreasonably withhold its approval of the current service provider request to begin an orderly transition process, including reasonable plans to relocate staff, scale down certain inventory items, etc., as long as such transition activity does not impair the current service provider performance during this period.

G. Should the County select another organization as a service provider in the future, the current service provider personnel shall have reasonable opportunities to discuss issues related to employment with such organizations without adverse employment action, interference, or retaliation by the current service provider or County.

12.7 FEDERAL HEALTHCARE PROGRAM COMPLIANCE PROVISIONS

Contractor and County shall comply with all applicable federal laws, rules and regulations for operation of its enterprise, emergency ambulance services, including 911 emergency response system and those associated with employees.

12.8 MEDICARE COMPLIANCE PROGRAM REQUIREMENTS

Contractor shall implement a comprehensive Compliance Program for all activities, particularly those related to documentation, claims processing, billing and collection processes. Contractor's Compliance Program shall substantially comply with the current regulatory approach program outlined in the Office of Inspector General (OIG) Compliance Program Guidance for Ambulance Suppliers, published in the Federal Register at 68 Fed. Reg. 14245 (March 24, 2003).

12.9 HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA)

CONFIDENTIALITY

A. Pursuant to the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act, regulations have been promulgated governing the privacy of individually identifiable health information. Contractor acknowledges that it is a covered entity and subject to the requirements of HIPAA and HITECH, and their implementing regulations. Contractor agrees to fully comply with the terms of HIPAA and HITECH, and regulations promulgated thereunder, and to ensure any Subcontractors utilized to fulfill Services pursuant to this Contract comply with said provisions. Contractor further agrees to comply with the requirements of all other applicable federal and state laws that pertain to the protection of health information.

12.10 PERMITS AND LICENSES

A. Contractor shall be responsible for and shall hold all required federal, state or local permits or licenses required to perform its obligations under the agreement.

B. Contractor shall make all necessary payments for licenses and permits for the services and for issuances of state permits for all ambulance vehicles used.

C. Contractor shall schedule and coordinate all such applications and application renewals as necessary to ensure that Contractor is in complete compliance with federal, state and local requirements for permits and licenses as necessary to provide the services.

D. Contractor shall ensure that its employee's state and local certifications as necessary to provide the services, if applicable, are valid and current at all times.

12.11 COMPLIANCE WITH LAWS AND REGULATIONS

All services furnished by Contractor under this Agreement shall be rendered in full compliance with all applicable federal, state and local laws, ordinances, rules and regulations. It shall be Contractor's sole responsibility to determine which, and be fully familiar with all laws, rules, and regulations that apply to the services under this Agreement, and to maintain compliance with those applicable standards at all times.

12.12 RETENTION OF RECORDS

Contractor shall retain all documents pertaining to this Agreement as required by Federal and State laws and regulations no less than seven (7) years from the end of the fiscal year following the date of service, and until all Federal/State audits are complete and exemptions resolved for this Agreement's funding period. Upon request, and except as otherwise restricted by law, Contractor shall make these records available to authorized representatives of the County, the State of California, and the United States (US) Government.

12.13 PRODUCT ENDORSEMENT/ADVERTISING

Contractor shall not use the name of San Bernardino County or ICEMA for the endorsement of any commercial products or services without the prior express written permission of the ICEMA Administrator.

12.14 OBSERVATION AND INSPECTIONS

A. An ICEMA representative may ride along on any of Contractor's ambulances or supervisor vehicles at any time to observe Contractors staff to ensure they conduct themselves in a professional and courteous manner, are following ICEMA policies and procedures, are at all times respectful to patients, other first responders, hospital staff and Contractor's employees.

B. An ICEMA representative may inspect any of Contractor's ambulances or supervisor vehicles at any time to ensure they meet the requirements of this Agreement.

C. At any time during normal business hours and as often as may be reasonably deemed necessary by ICEMA, ICEMA or San Bernardino County representatives may observe Contractor's office operations, and Contractor shall make available to ICEMA for its examination any and all business records, including incident reports, patient records, financial records of Contractor pertaining to this Agreement. ICEMA may audit, copy, make transcripts, or otherwise reproduce such records including but not limited to contracts, payroll, inventory, personnel (subject to privacy and HIPPA statutes) and other records, daily logs, employment contracts, and other documentation for ICEMA to fulfill its oversight role.

D. Contractor shall provide access to various monitoring systems used by Contractor, including but not limited to Electronic Patient Care Record (ePCR), Computer Aided Dispatch (CAD), Automatic Vehicle Location (AVL), mapping, system status management, operational and clinical performance, as well as screens for displaying dynamic data and information contained therein at ICEMA. Contractor shall also ensure remote access to the same systems for authorized personnel as specified by the ICEMA Administrator at Contractor's cost.

12.15 OMNIBUS PROVISION

Contractor understands and agrees that for five years following the conclusion of this Agreement it may be required to make available upon written request to the Secretary of the US Department of Health and Human Services, or any other fully authorized representatives or agencies, the specifications and subsequent contracts, and any such books, documents, and records that are necessary to certify the nature and extent of the reasonable costs of services.

12.16 RIGHTS AND REMEDIES NOT WAIVED

Contractor covenants that the provision of services to be performed by Contractor under this Agreement shall be completed without compensation from the County, except as specified herein. The acceptance of work under this Agreement shall not preclude an action for failure to perform work later discovered not to have been performed in accordance with this Agreement.

12.17 CONSENT TO JURISDICTION

Contractor shall consent to the exclusive jurisdiction of the courts of the State of California or a federal court in California in all actions and proceedings between the parties hereto arising under or growing out of this Agreement. The parties acknowledge and agree that this Contract was entered into and intended to be performed in San Bernardino County, California. The parties agree that the venue of any action or claim brought by any party to this Contract will be the Superior Court of California, San Bernardino County, San Bernardino District. Each party hereby waives any law or rule of the court, which would allow them to request or demand a change of venue. If any action or claim concerning this

Contract is brought by any third party and filed in another venue, the parties hereto agree to use their best efforts to obtain a change of venue to the Superior Court of California, San Bernardino County, San Bernardino District.

12.18 END-TERM PROVISIONS

Contractor shall have ninety (90) days after termination of this Agreement or any lame duck period in which to supply the required audited financial statements and other such documentation necessary to facilitate the close out of this Agreement at the end of the term.

12.19 ATTORNEY'S FEES AND COSTS

If any legal action is instituted to enforce any party's rights hereunder, each party shall bear its own costs and attorney fees, regardless of who is the prevailing party. This paragraph shall not apply to those costs and attorney fees directly arising from a third-party legal action against a party hereto and payable under Indemnification and Insurance Requirements.

12.20 INDEPENDENT CONTRACTOR

A. No relationship of employer and employee is created by this Agreement; it being understood and agreed that Contractor is an independent contractor. Contractor is not the agent or employee of the County or ICEMA in any capacity whatsoever, and County or ICEMA shall not be liable for any acts or omissions by Contractor nor for any obligations or liabilities incurred by Contractor. Contractor shall have no claim under this Agreement or otherwise, for seniority, vacation time, vacation pay, sick leave, personal time off, overtime, health insurance medical care, hospital care, retirement benefits, social security, disability, workers' compensation, or unemployment insurance benefits, civil service protection, or employee benefits of any kind.

B. Contractor shall be solely liable for and obligated to pay directly all applicable payroll taxes (including federal and state income taxes) or contributions for unemployment insurance or old age pensions or annuities which are imposed by any governmental entity in connection with the labor used or which are measured by wages, salaries or other remuneration paid to its officers, agents or employees and agrees to indemnify and hold County and ICEMA harmless from any and all liability which County or ICEMA may incur because of Contractor's failure to pay such amounts.

C. In carrying out the work contemplated herein, Contractor shall comply with all applicable federal and state workers' compensation and liability laws and regulations with respect to the officers, agents and/or employees conducting and participating in the work; and agrees that such officers, agents, and/or employees will be considered as independent contractors and shall not be treated or considered in any way as officers, agents and/or employees of County or ICEMA.

D. Contractor agrees to perform their said work and functions at all times in strict accordance with currently approved methods and practices in their field and that the sole interest of ICEMA is to ensure that said service shall be performed and rendered in a competent, efficient, timely and satisfactory manner and in accordance with the standards required by ICEMA concerned.

12.21 INDEMNIFICATION

The Contractor agrees to indemnify, defend (with counsel reasonably approved by County) and hold harmless the County and ICEMA and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages and/or liability arising out of this Contract from any cause whatsoever, Including the acts, errors or omissions of any person and for any costs or expenses incurred by the County or ICEMA on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnities. The Contractor indemnification obligation applies to the County's or ICEMA's "active" as well as "passive" negligence but does not apply to the County's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

12.22 INSURANCE

Contractor shall at all times during the term of the Agreement with the County maintain in force, at minimum, those insurance policies as designated in the attached Exhibit 4 and will comply with all those requirements as stated therein. The County and all parties as set forth on Exhibit 4 shall be named as an additional insured on Contractor's auto liability, general liability, and cyber liability policies, if applicable. A Waiver of Subrogation is required for said coverage as well as Worker's Compensation. All of Contractor's available insurance coverage and proceeds in excess of the specified minimum limits shall be available to satisfy any and all claims of the County, including defense costs and damages. Any insurance limitations are independent of and shall not limit the indemnification terms of this Agreement. Contractor's insurance policies, including excess and umbrella insurance policies, shall include an endorsement and be primary and non-contributory and will not seek contribution from any other insurance (or self-insurance) available to County. Contractor's excess and umbrella insurance shall also apply on a primary and non-contributory basis for the benefit of the County before County's own insurance policy or self-insurance shall be called upon to protect it as a named insured.

12.23 PERFORMANCE SECURITY

A. Contractor shall obtain and maintain in full force and effect, throughout the term of this Agreement, a twenty-million-dollar ($20,000,000) performance security bond or irrevocable Letter of Credit to guarantee our performance within the scope of this Agreement.

B. The performance security bond or irrevocable Letter of Credit will be payable without condition to San Bernardino County as detailed in Section 13.3, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County.

C. The performance bond must be issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County.

12.24 CONFLICTS OF INTEREST

Contractor covenants that it presently has no interest, and shall not acquire any interest, direct or indirect, which would amount to a prohibited conflict of interest under state or federal law with regards to services provided under this Agreement.

12.25 DEBARMENT AND SUSPENSION

Contractor certifies that neither it nor its principals or subcontracts is presently debarred, suspended,

proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency. (See the following United States General Services Administration's System for Award Management website https://www.sam.gov). Contractor further certifies that if it or any of its subcontractors are business entities that must be registered with the California Secretary of State, they are registered and in good standing.

12.26 OWNERSHIP OF DOCUMENTS

A. The County and ICEMA understand that certain information pertaining to Contractor's operations are considered trade secrets and not readily apparent to the public or other organizations. The Contractor has taken substantial efforts to protect this information as well as the personal and private information of its key personnel and employees. The County and ICEMA shall not disclose or use Contractor's trade secrets without express written permission of the Contractor, except as otherwise necessary for the administration of this Agreement or as required by law. The County and ICEMA shall not disclose or use personal and private information of Contractor's key personnel, except as otherwise permitted or required by law, without the express written permission of the person or Contractor.

B. In the event that the County or ICEMA receives a request for records pursuant to the California Public Records Act and such request involves records produced by the Contractor or containing descriptions of the Contractor's operations, it shall withhold or redact information that it reasonably believes is a trade secret under California Civil Code section 3426.1(d), unless disclosure of such information is otherwise authorized by Contractor in writing. The County shall notify Contractor of any such Public Records Act request within five (5) days of the request. The County or ICEMA shall consult with Contractor to determine whether information is a trade secret, or otherwise exempt from disclosure. Contractor acknowledges that the County or ICEMA has an independent obligation to control the disclosure of information requested under the Public Records Act pursuant to California Government Code section 7921.005. If litigation is filed against the County or ICEMA seeking disclosure of information withheld as trade secrets, Contractor shall defend, indemnify, and hold the County or ICEMA harmless from and against all claims of liability, including attorney's fees incurred by those demanding disclosure of such documents.

12.27 MODIFICATION AND AMENDMENT

The terms of this Agreement may be modified by mutual consent of County and the Contractor in writing.

12.28 SEVERABILITY

If a court of competent jurisdiction holds any provision of this Agreement to be illegal, unenforceable, or invalid in whole or in part for any reason, the validity and enforceability of the remaining provisions, or portions of them, will not be affected, unless an essential purpose of this Agreement would be defeated by the loss of the illegal, unenforceable, or invalid provision.

12.29 ASSIGNMENT

A. A consideration of this Agreement is the personal reputation of both parties; therefore, Contractor shall not assign any interest in this Agreement or subcontract any of the services

Contractor is to perform hereunder without the prior written consent of County. Consent may be withheld at the County's sole discretion. At County's request, Contractor shall provide information regarding the subcontractor's qualifications and a listing of a subcontractor's key personnel including. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by Contractor, or to perform any of the remaining services required under this Agreement within the same time frame required of Contractor.

B. If Contractor changes its status during the term of this Agreement from or to that of a corporation, limited liability partnership, limited liability company, general partnership, or sole proprietorship, such change in organizational status shall be viewed as an attempted assignment of this Agreement by Contractor. Failure of Contractor to obtain approval of such assignment under this Paragraph shall be viewed as a material breach of this Agreement.

12.30 THIRD PARTY BENEFICIARIES.

Nothing contained in this Agreement shall be construed to create any rights in third parties and the parties do not intend to create such rights.

12.31 ELECTRONIC SIGNATURES.

This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

SECTION XIII – BREACH AND PROVISIONS FOR TERMINATION

13.1 MATERIAL BREACH AND PROVISIONS FOR TERMINATION OF THIS AGREEMENT

A. County shall have the right to terminate or cancel this Agreement or to pursue any appropriate legal remedy in the event Contractor materially breaches this Agreement and fails to correct such material breach within thirty (30) days following the service on it of a written notice by County specifying the material breach complained of and the date of intended termination of rights hereunder absent cure.

B. County reserves the right to immediately terminate or cancel this Agreement if in the determination of ICEMA Executive Officer's continued service by Contractor poses an imminent threat to the general public health and safety.

13.2 DEFINITIONS OF BREACH

A. Conditions and circumstances that shall constitute a material breach by Contractor shall include but not be limited to the following:

(1) Willful failure of Contractor to operate the emergency and advanced life support (ALS) ambulance services including 911 emergency response system in a manner which enables County or Contractor to remain in substantial compliance with the requirements of the applicable federal, state, and County laws, rules, and regulations. Individual minor infractions of such requirements shall not constitute a material breach, but such willful and repeated breaches shall constitute a material breach.

(2) Willful falsification of data supplied to County by Contractor during the course of operations, including by way of example but not by way of exclusion, dispatch data, patient report data, response time data, financial data, or falsification of any other data required under Agreement.

(3) Willful failure by Contractor to maintain equipment in accordance with good maintenance practices.

(4) Deliberate and unauthorized scaling down of operations to the detriment of performance by Contractor during a "lame duck" period.

(5) Willful attempts by Contractor to intimidate or otherwise punish employees who desire to sign contingent employment contracts with competing Bidders during a subsequent proposal cycle.

(6) Willful attempts by Contractor to intimidate or punish employees who participate in protected concerted activities, or who form or join any professional associations.

(7) Chronic and persistent failure of Contractor's employees to conduct themselves in a professional and courteous manner, or to present a professional appearance.

(8) Willful failure of Contractor to comply with approved rate setting, billing, and collection procedures.

(9) Repeated failure of Contractor to meet response time compliance, meet in good faith to collaboratively address outliers, and/or Clinical Performance Measure requirements after receiving notice of non-compliance from ICEMA Administrator.

(10) Repeated failure of Contractor to pay any liquidated damages to ICEMA on or before the 30th day after receipt of the invoice.

(11) Failure to employ Key Personnel or suitable replacement(s) approved by and performing to the satisfaction of ICEMA Administrator and/or ICEMA Medical Director at any time during the course of this Agreement term.

(12) Failure of Contractor to provide and maintain the required insurance as described in Exhibit 4.

(13) Repeated failure to provide data and/or reports generated in the course of operations, including, but not limited to, dispatch data, patient care data, response time data, or financial data, within the time periods specified.

(14) Any failure of performance, clinical or other, which is determined by the ICEMA Administrator and confirmed by the ICEMA Medical Director to constitute an imminent threat to the general public health and safety.

(15) Failure of Contractor to comply with the vehicle lease provisions, if applicable.

13.3 COUNTY'S REMEDIES

A. Termination:

(1) If conditions or circumstances constituting a material breach exist, County shall have all rights and remedies available at law and in equity, specifically including the right to terminate this Agreement. Termination shall not affect any rights or obligations of the parties that accrued prior to the date of termination.

(2) In the event of an uncured material breach, County shall also have the right to demand and draw upon the performance security bond or irrevocable letter of credit in full.

B. Emergency Takeover

(1) The County shall have the right to pursue Contractor for damages and the right of Emergency Takeover including, but not limited to as set forth in Section XIII in accordance with Section 13.7 of this Agreement.

(2) All County's remedies shall be non-exclusive and shall be in addition to any other remedy available to the County.

13.4 PROVISIONS FOR CURING MATERIAL BREACH

A. Specifications:

(1) In the event the County Board of Supervisors determines that there has been a material breach by Contractor of the standards and performances as described in this Agreement, which breach represents an imminent threat to the general public health and safety, such action shall constitute a material breach of this Agreement. In the event of a material breach, County shall give Contractor written notice, by regular mail, return receipt requested, setting forth with reasonable specificity the nature of the material breach.

(2) Except where ICEMA Administrator determines that the breach presents an imminent threat to the general public health and safety requiring an immediate termination of this Agreement,

Contractor shall have the right to cure such material breach within thirty (30) days of delivery of such notice and the reason such material breach endangers the public's health and safety. However, within forty-eight (48) hours of receipt of such material breach notice, Contractor shall deliver to ICEMA, in writing, a plan of action to cure such material breach. If, within ICEMA's sole determination, Contractor fails to cure such material breach within the period allowed for cure or Contractor fails to deliver the cure plan to ICEMA within 48 hours, ICEMA may take over Contractor's operations in accordance with Section 13.7 of this agreement. Contractor shall cooperate completely and immediately with ICEMA to affect a prompt and orderly transfer of all responsibilities to ICEMA.

(3) Contractor shall not be prohibited from disputing any such finding of material breach through litigation, provided, however that such litigation shall not have the effect of delaying, in any way, the immediate takeover of operations by the County. These provisions are specifically stipulated and agreed to by both parties as being reasonable and necessary for the protection of public health and safety, and any legal dispute concerning the finding that a

(4) Emergency Takeover has been completed.

(5) Contractor's cooperation with and full support of such Emergency Takeover shall not be construed as acceptance by Contractor of the findings and material breach and shall not in any way jeopardize Contractor's right of recovery should a court later find that the declaration of material breach was made in error. However, failure on the part of Contractor to cooperate fully with the County to affect a smooth and safe takeover of operations, shall itself constitute a breach of this Agreement, even if it was later determined that the original declaration of material breach by the County was made in error.

(6) For any material breach by Contractor, which does not endanger public health and safety, or for any material breach by County, which cannot otherwise be resolved, early termination provisions that may be agreed to by the parties will supersede these specifications.

13.5 NO WAIVER

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure, right or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

13.6 TERMINATION

A. Written Notice:

(1) This Agreement may be canceled immediately by written mutual agreement of the Contractor and the County.

B. Failure to Perform:

(1) If Contractor fails to cure a material breach under the terms of Section 13.4 or the County invokes an Emergency Takeover in accordance with Section 13.7 of this Agreement, County, upon written notice to Contractor, may immediately terminate this Agreement. In the event of such termination, ICEMA may proceed with the Scope of Work (as detailed in the Request for Proposals [RFP] Section IV) in any reasonable manner it chooses. The cost to County of completing Contractor's performance shall be partially supported by securing any sum due Contractor under this Agreement or from third-party payors or clients who have paid

Contractor a fee for services within San Bernardino County, without prejudice to County's rights otherwise to recover its damages. ICEMA and Contractor may meet and confer regarding the County's assumption of sums due to Contractor.

13.7 EMERGENCY TAKEOVER

A. Specifications:

(1) In the event ICEMA reasonably determines that an actual, anticipated or threatened material breach has or will occur, or that a labor dispute has prevented performance, and if the nature of the breach is, in the ICEMA Executive Officer's sole determination, such that general public health and safety are endangered, and after Contractor has been given notice and reasonable opportunity to correct the deficiency (as outlined in Section 13.1), the matter shall be presented to the Board of Supervisors. If the Board concurs that a breach has occurred, and that general public health and safety would be endangered by allowing Contractor to continue its operations, Contractor shall cooperate fully with County to affect an immediate takeover by ICEMA of Contractor's ambulances, comfort stations, and accounts receivables. Such takeover shall be effective within not more than 72 hours after Board of Supervisors' action.

(2) In the event of an Emergency Takeover, County may lease for a period of twelve (12) months any and all service vehicles used by the Contractor in the performance under the Agreement, including, but not limited to, fully equipped ambulances and Supervisor vehicles, in accordance with the lease form attached as for one dollar ($1.00) per month per vehicle, see Exhibit 7. County may also lease Contractor's comfort stations for one dollar ($1.00) per month per station. County shall have full use of vehicles and equipment and may, at County's sole option, hire another company or entity approved by ICEMA to manage ambulance operations until a replacement provider for the EOA is selected through a procurement process conducted by ICEMA in accordance with the California Emergency Medical Services Authority (EMSA) requirements.

(3) Contractor shall fully cooperate if County elects to lease any or all service vehicles pursuant to the above provision. Alternatively, County may elect to purchase the vehicles at their depreciated value as of the date of such election. County shall have sole discretion as to which vehicles it leases, subleases, or purchases pursuant to these provisions.

(4) Contractor shall deliver ambulances and comfort stations to ICEMA in mitigation of any damages to County resulting from Contractor's material breach. All funds recovered, and equipment leased, subleased, or purchased from Contractor by County will be used for the sole purpose of ensuring continuous emergency ambulance services, including 911 emergency response. Examples of how funds will be used are: personnel salaries and benefits, equipment and supplies, building and vehicle lease payments, and insurance premiums.

(5) ICEMA shall have the right to authorize the use of Contractor's vehicles, equipment and comfort stations by another company or entity. Should County require a substitute Contractor to obtain insurance on equipment, vehicles, or rest stations, or should County choose to obtain insurance on vehicles/equipment/rest stations, Contractor shall be a "Named Additional Insured" on the policy, along with the appropriate endorsements and cancellation notice.

(6) All of Contractor's vehicles and related equipment necessary for provision of emergency

ambulance services, including 911 emergency response under this Agreement will be delivered to ICEMA during an Emergency Takeover period. Contractor shall maintain and provide to ICEMA a listing of all vehicles used in the performance of this Agreement, including reserve vehicles, their license numbers, and name and address of lien holder, if any, and all comfort station locations. Changes in lien holder, as well as the transfer, sale, or purchase of vehicles used to provide emergency ambulance services, including 911 emergency response hereunder shall be reported to ICEMA within thirty (30) days of said change, sale, transfer or purchase. Contractor shall inform and provide a copy of takeover provisions contained herein to lien holder(s) within five (5) days of Emergency Takeover.

IN WITNESS WHEREOF, the San Bernardino County and the Contractor have each caused this Contract to be subscribed by its respective duly authorized officers, on its behalf.

SAN BERNARDINO COUNTY

► Dawn Rowe

Dawn Rowe, Chair, Board of Supervisors

Dated: DEC 0 5 2023

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD

Lynna Monell
Clerk of the Board of Supervisors
of San Bernardino County

By ► _____
Deputy

(Print or type name of corporation, company, contractor, etc.)

By ► _____
(Authorized signature - sign in blue ink)

Name Nathan Laake
(Print or type name of person signing contract)

Title Interim Director
(Print or Type)

Dated: November 30, 2023

Address 1743 Miro Way Rialto CA 92376

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
► _____	► _____	► _____
John Tubbs II, Deputy County Counsel		
Date 11-28-23	Date _____	Date _____

EXHIBIT 1 - DEFINITIONS

Accredited Center of Excellence (ACE) - Accreditation awarded by International Academies of Emergency Dispatch to dispatch centers that show clear evidence of compliance and consistent performance to standards.

Advanced Life Support (ALS) - Special services designed to provide definitive pre-hospital emergency medical care as defined in Health and Safety Code Section 1797.52, including, but not limited to, cardiopulmonary resuscitation, cardiac monitoring, cardiac defibrillation, advanced airway management, intravenous therapy, administration of specified drugs and other medicinal preparations, and other specified techniques and procedures administered by authorized personnel under the direct supervision of a base hospital.

Agreement - The contract between San Bernardino County and Contractor awarded pursuant to an RFP.

ALS Unit - An ambulance specially equipped to provide advanced life support services, staffed by at least one EMT and one Emergency Medical Technician (EMT)-Paramedic.

Ambulance - Any vehicle specially constructed, modified, or equipped licensed by the California Highway Patrol if required and used for transporting sick, injured, infirmed, or otherwise incapacitated person and capable of supporting Basic Life Support (BLS) or a higher level of care.

Ambulance Unit - An ambulance staffed with qualified personnel and equipped with appropriate medical equipment and supplies.

Ambulance Zone - The Comprehensive Service Area for San Bernardino County includes (EOAs 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11 and 12a). The Comprehensive Service Area includes 11 EOAs.

Automated External Defibrillation (AED) - A procedure to deliver electrical shock and convert specific heart rhythms back to normal; used by the public, public safety, and BLS providers.

Ambulance Service - The furnishing, operating, conducting, maintaining, advertising, or otherwise engaging in or professing to be engaged in the transportation of patients by ambulance.

AVL - Automatic vehicle locator.

Bariatric Ambulance - An ambulance vehicle modified to carry the severely obese. They have extra-wide interiors and carry "bariatric stretchers" and specialized lifting gear that is capable of carrying very large patients.

Basic Life Support (BLS) - Health and Safety Code Section 1797.60, Emergency first aid and cardiopulmonary resuscitation procedures which, as a minimum, include recognizing respiratory and cardiac arrest and starting the proper application of cardiopulmonary resuscitation to maintain life without invasive techniques until the patient may be transported or until advanced life support is available.

Business Day - Monday through Friday except for holidays as observed per the California Government Code 6700 et seq., or by San Bernardino County.

Cal OSHA - As defined in Health and Safety Code Section 1797.60.

California Division of Occupational Safety and Health Agency (CAL OSHA) - State agency that protects and improves the health and safety of working individuals in California.

Call Reception - The process of answering the telephone and processing information for the caller in an emergency dispatch center.

Call Prioritization - A process in which service requests are prioritized based on predefined and audited criteria.

Cardiopulmonary Resuscitation (CPR) -An emergency procedure that combines chest compressions often with artificial ventilation in an effort to manually preserve intact brain function.

CARES - The Cardiac Arrest Registry to Enhance Survival or CARES was initiated in 2004 as an agreement between the Center for Disease Control and Prevention and the Department of Emergency Medicine at Emory University. CARES was developed to help communities determine standard outcome measures for out-of-hospital cardiac arrest locally allowing for quality improvement efforts and benchmarking capability to improve care and increase survival.

Commission on Accreditation of Ambulance Services (CAAS) - An independent Commission established to set a comprehensive series of standards for the ambulance service industry designed to help increase operational efficiency and decrease risk and liability across the entire spectrum of the organization.

Comprehensive Service Area - The Comprehensive Service Area for this Agreement includes (EOAs 1, 2, 3, 4, 5b, 6, 7, 8, 9, 11 and 12a).

Computer-Aided Dispatch (CAD) - A system consisting of but not limited to associated hardware and software to facilitate call taking, system status management, unit selection, ambulance coordination, resource dispatch and deployment, event time stamping, creation, and real-time maintenance of incident database, and providing management information.

Continuous Quality Improvement (CQI) - The approach to quality management that builds upon traditional quality assurance methods by emphasizing the organization and systems.

Contract Materials - Finished or unfinished documents, data, studies, maps, photographs, reports, specifications, lists, manuals, software, and other written or recorded materials produced or acquired by the Contractor pursuant to the Contract for or on behalf of the County, whether or not copyrighted.

Contract - The agreement between San Bernardino County, and Contractor awarded pursuant to an RFP.

Contractor - The person or entity awarded a Contract in conformance with the terms of this agreement and any subsequently agreed-upon terms.

County Data - All information, data, and other content, including Confidential Information and other information whether or not made available by ICEMA, San Bernardino County or San Bernardino County's agents, representatives, or users, to a Contractor or potential Contractor or their employees, agents, or representatives, and any information, data and content directly derived from the foregoing, including data reflecting user access or use.

County Systems - The information technology infrastructure of San Bernardino County or any of its designees, including computers, software, databases, networks, and related electronic systems. County - San Bernardino County

Critical Care Transport (CCT) – Ambulances staffed with a paramedic or registered nurse, trained at the critical care transport level to provide a higher level of care to patients being transported between licensed healthcare facilities. ICEMA Policy 8020 also allows for a Respiratory Therapist as part of a CCT team.

Deployment - The procedures by which ambulances are distributed throughout the service area. The deployment includes the locations at which the ambulances are placed (or posted) and the number of ambulances placed in service for the particular time period.

Dispatch Time - Common unit of measurement from receipt of a call until a unit has been selected and notified it has an assignment.

Electronic Patient Care Report (ePCR) - A document that records patient information, assessment, care, treatment, and disposition by prehospital personnel.

Emergency - Any real or self-perceived event that threatens life, limb, or well-being of an individual in such a manner that a need for immediate medical care is created.

Emergency Air Ambulance - An aircraft with emergency medical transport capabilities staffed with at least two (2) ALS providers.

Emergency Ambulance - Any vehicle meeting California regulatory standards that is equipped or staffed for emergency transportation.

Emergency Call - A real or self-perceived event where the EMS system is accessed by the 911 emergency access number, a 7-digit non-emergency line, or an interfacility transfer where the patient's health or well-being could be compromised if the patient is held at the originating facility.

Emergency Department (ED) - An approved receiving department within a licensed hospital.

Emergency Medical Dispatch (EMD) - Personnel trained to state and national standards on emergency medical dispatch techniques including call screening, call, and resource priority, and pre-arrival instruction.

EMS Agency – San Bernardino County has joined with Mono and Inyo counties through a Joint Powers Authority (JPA) to create a collective EMS Agency known as Inland Counties Emergency Medical Agency (ICEMA).

EMS Medical Director – shall mean the ICEMA Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Emergency Medical Services (EMS) - This refers to the full spectrum of pre-hospital care and transportation (including interfacility transports), encompassing bystander action (e.g., CPR), priority dispatch and pre-arrival instructions, first response and rescue service, ambulance services, and on-line medical control.

EMS System - The EMS System consists of those organizations, resources, and individuals from whom some action is required to ensure a timely and medically appropriate response to medical emergencies.

Emergency Medical Technician (EMT) - An individual trained in all facets of basic life support according to standards prescribed by the California Code of Regulations and who has a valid certificate issued according to that code.

Emergency Medical Technician-Paramedic (EMT-P) - Individual whose scope of practice to provide ALS is according to the California Code of Regulations and who has a valid license issued according to the California Health and Safety Code.

Enroute - The elapsed time from unit alert to unit enroute.

Exclusive Operating Area (EOA) - An EMS area or subarea defined by the emergency medical services plan for which a local EMS Agency, upon the recommendation of a county, restricts operations to one or more emergency ambulance services or providers of limited advanced life support or advanced life support as defined in California Health and Safety Code Section 1797.85.

Fire First Responder - BLS and ALS Fire departments in San Bernardino County.

First Responder ALS - Advanced Life Support fire departments or Contractor provided Quick Response Vehicle (QRV) in San Bernardino County.

First Responder BLS - Basic Life Support fire departments in San Bernardino County.

First Responder - An agency with equipment and staff (e.g., fire department, police, or non-transporting ambulance unit) with personnel capable of providing appropriate first responder pre-hospital care.

Force Majeure - An event or circumstance not caused by or under the control of a party, and beyond the reasonable anticipation of the affected party, which prevents the party from complying with any of its obligations under the contract, including acts of God, fires, floods, explosions, riots, wars, hurricane, sabotage, terrorism, vandalism, accident, governmental acts, and other events.

Fractile Response - A method of measuring ambulance response times in which all-applicable response times are stacked in ascending length. Then, the total number of calls generating response is calculated as a percentage of the total number of calls. A 90th percentile, or 90 percent, the standard is most commonly used.

Geographical Information Systems (GIS) - A framework for gathering, managing, analyzing and mapping data.

Global Positioning System (GPS) - A system that utilizes satellite data to determine location.

Health Insurance Portability and Accountability Act (HIPAA) - Legislation that provides data privacy and security provisions for safeguarding medical information.

Incident Command System (ICS) - Standardized approach to the command, control, and coordination of emergency response providing a common hierarchy within which responders from multiple agencies can be effective.

ICEMA Policies and Protocol Manual – The policies and protocols directing the medical operations of emergency medical services for ICEMA participants.
http://www.sbcounty.gov/icema/main/policies_and_protocols.aspx

Inland Counties Emergency Medical Agency (ICEMA) – The regional EMS agency representing San Bernardino, Inyo, and Mono Counties.

Inter-Facility Transports (IFT) - Ambulance transports between healthcare facilities, typically non-emergency following EMS Agency Policy.

Key Employee - Employees of the Contractor jointly identified by ICEMA and the Contractor as possessing unique skill and experience that was a material consideration in EMS Agency's decision to award a contract.

LEMSA - Local EMS Agency

Medical Priority Dispatch System (MPDS) - A set of established protocols utilized by dispatchers to determine the level of response necessary.

MDC - Mobile data computer (also known as MDT- Mobile Data Terminal)

Multi-Casualty Incident (MCI) - An event has taken place that results in more victims than are normally handled by the system. The event takes place within a discrete location and does not involve the entire community. It is expected that the number of victims would range from 6 to 50 and that the system would be overwhelmed, including delays in treatment of patients with relatively minor injuries or illnesses.

Medical Base Hospital - The source of direct medical communications with and supervision of the immediate field emergency care performance by EMTs or EMT-Paramedics.

Medical Director - The San Bernardino County ICEMA Medical Director, contracted to oversee the medical control and quality assurance programs of the EMS System.

Medical Protocol - Written standards for patient medical assessment and management.

Mutual Aid/Mutual Assistance - Refers to 1) responses into the San Bernardino County Comprehensive Service Area from a ground transport provider outside the EOA for the purpose of assisting the Contractor with emergency and/or non-emergency requests for service; 2) responses by the Contractor to service areas outside the San Bernardino County Comprehensive Service Area for the purpose of assisting the ground transport provider in an adjacent service area.

National Incident Management System (NIMS) - A systematic, proactive approach to guide departments and agencies at all levels of government, non-governmental organizations, and the private sector to work together seamlessly.

Occupational Safety and Health Agency (OSHA) - Federal agency that protects and improves the health and safety of working individuals.

Online Compliance Utility (OCU) - Software that interprets real-time CAD and ePCR data to produce reports and online tools to track EMS system effectiveness and compliance.

On-Scene - The time when a unit communicates to dispatch that it has arrived at the address of the call. Normally, this is when the vehicle has stopped. If staging is required for crew safety, at scene is determined when the unit reaches a safe distance from the call and waits for law enforcement to determine it is safe to enter. If an off-road location, such as a park or private road with gated access, at scene is determined by reaching the end of a paved roadway or closed gate.

Paramedic - An individual trained and licensed to perform advanced life-support (ALS) procedures under the direction of a physician. Also, known as an EMT-P.

Peak-Load Staffing - The design of shift schedules and staffing plans so that coverage by crews matches the System Status Plan's requirements. (NOTE: peak-load demand will trigger peak-load staffing coverage.)

Post - A designated location for ambulance placement within the System Status Plan (SSP). Depending upon its frequency and type of use, a "post" may be a facility with sleeping quarters or day rooms for crews, or simply a street-corner or parking lot location to which units are sometimes deployed.

Priority Dispatching - A structured method of prioritizing requests for an ambulance and first responder services, based upon highly structure telephone protocols and dispatch algorithms. Its primary purpose is to safely allocate available resources among competing demands for service.

Priority 1 Call -A potentially Life-Threatening Emergency Response

Priority 2 Call -A non-Life-Threatening Emergency Response

Priority 3 Call - A non-Emergency Response

Priority 4 Call - A non-Emergency interfacility Transport

Productivity - The measures of work used in the ambulance industry that compare the used resources (unit hours) with the production of the work product (patient transports). Productivity is expressed and calculated by determining the number of transports per unit-hours.

PST - Pacific Standard Time, including Pacific Daylight Time when in effect.

Public Access Defibrillation (PAD) - A program that places automatic external defibrillators throughout communities.

Quick Response Vehicle (QRV) - A QRV is an authorized emergency non transport vehicle equipped at the ALS level.

ReddiNet - A web-based program designed to address resource management needs providing users the ability to understand the operational status of a hospital or emergency department in order to make critical operational decisions.

Release at Scene (RAS) - Patients refusing treatment and/or transport when the paramedic agrees

there is no need for care.

Response Time - The actual elapsed time between receipt by the Contractor of a call that an ambulance is needed and the arrival of the ambulance at the requested location.

Response Zone – Geographic areas classified as Urban, Suburban, Rural, and Wilderness as determined by population density. Response zones have differing response times.

ST-Elevation Myocardial Infarction (STEMI) - A heart attack caused by the complete blockage of a heart artery.

Standardized Emergency Management System (SEMS) - A structure for coordination between the government and local emergency response organizations.

System Standard of Care - The combined compilation of all priority-dispatching protocols, pre-arrival instruction protocols, medical protocols, protocols for selecting destination hospitals, standards for certification of pre-hospital personnel, as well as standards governing requirements for on- board medical equipment and supplies, and licensing of ambulance services and first responder agencies. The System Standard of Care simultaneously serves as both a regulatory and contractual standard.

System Status Management - A management tool to define the "unit hours" of production time, their positioning and allocation, by hour and day of week to best meet demand patterns.

System Status Plan (SSP) -A planned protocol or algorithm governing the deployment and event-driven redeployment of system resources, both geographically and by time of day/day of week.

Transport Volume - The actual number of requests for service that result in patient transport.

Unit Activation Time - The time interval on an ambulance call measured from the time the ambulance crew is first notified to respond until it is enroute to the scene.

Unit Hour - One hour of service by fully equipped and staffed ambulance assigned to a call or available for dispatch.

Unit Hour Utilization (UHU) Ratio - A measurement that is calculated by dividing the number of responses initiated during a given period of time by the number of unit hours (hours of service) produced during the same period of time. Special event coverage and certain other classes of activity are excluded from these calculations.

Utilization - A measure of work that compares the available resources (unit-hours) with the actual time that those unit-hours are being consumed by productive activity. The measure is calculated to determine the percentage of unit-hours actually consumed in productivity with the total available unit-hours.

EXHIBIT 2 - CONTRACTOR'S RATE STRUCTURE

Contractor shall be entitled to charge the following rate structure listed in Table 2.A:

Table 2A

Ambulance Rate Components	Projected Rate Structure FY 2024-2025 Collective Service Area (CSA) Inclusive Rates (Includes Urban, Suburban, Rural, and Wilderness)	
Mileage (A0425)	$	66.02
ALS Non- Emergency Base Rate (A0426)	$	3,546.66
ALS Emergency Base Rate (A0427)	$	4,053.33
BLS Non-Emergency Base Rate (A0428)	$	2,533.33
BLS Emergency Base Rate (A0429)	$	3,166.66
ALS 2 Base Rate (A0433)	$	4,433.33
Critical Care Transport Base Rate (A0434)	$	5,066.66
Oxygen	$	350.00
Night Charge	$	400.00
Wait Time	$	50.00
EKG	$	225.00
12 Lead EKG	$	250.00

EXHIBIT 3 - SAN BERNARDINO COUNTY RESPONSE ZONE MAPS

Definition of Response Zone:

1. Urban - Census places with a population density of 101 to 500 persons per square mile; or census tracts and enumeration districts without census tracts which have a population density of 101 to 500 persons or more per square mile.

2. Suburban - Census places with a population density of 51 to 100 persons per square mile; or census tracts or enumeration districts without census tracts which have a population density of 51 to 100 persons per square mile.

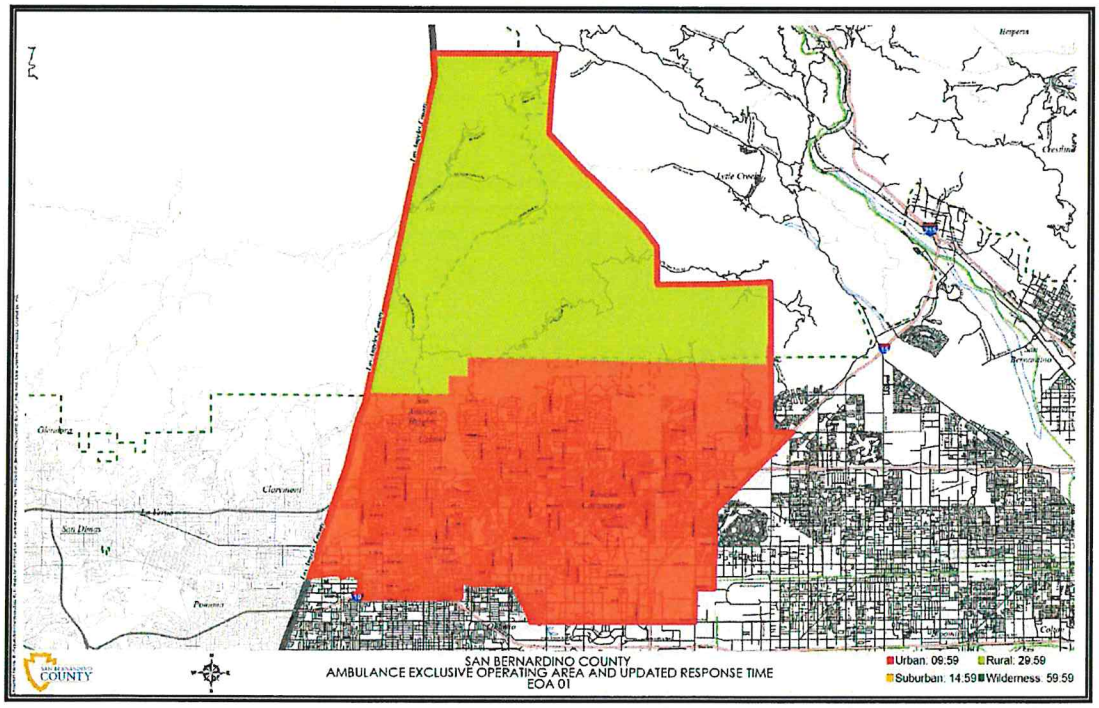
3. Rural - Census places with a population density of 7 to 50 persons per square mile; or census tracts or enumeration districts without census tracts with a population density of seven to 50 persons per square mile.

4. Wilderness - Census tracts or enumeration districts without census tracts that have a population of less than seven persons per square mile.

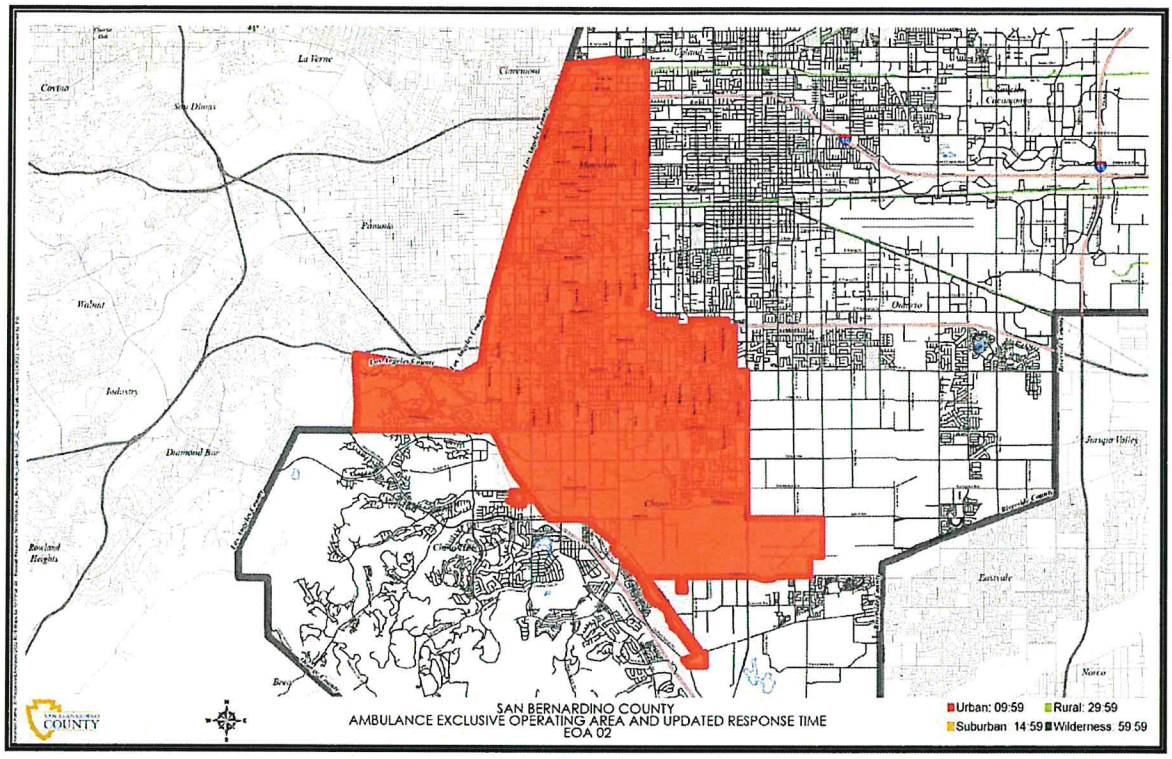
Electronic versions (GIS Shape files) of the maps below are available at:
https://www.dropbox.com/scl/fo/p3krg3bv2r5ogya1oh3xs/h?rlkey=g27krj8wlr2uugi2u8j6va5af&dl=0

Note: Maps were derived from 2020 Census data.
The following maps make up the Comprehensive Service Area EOAs

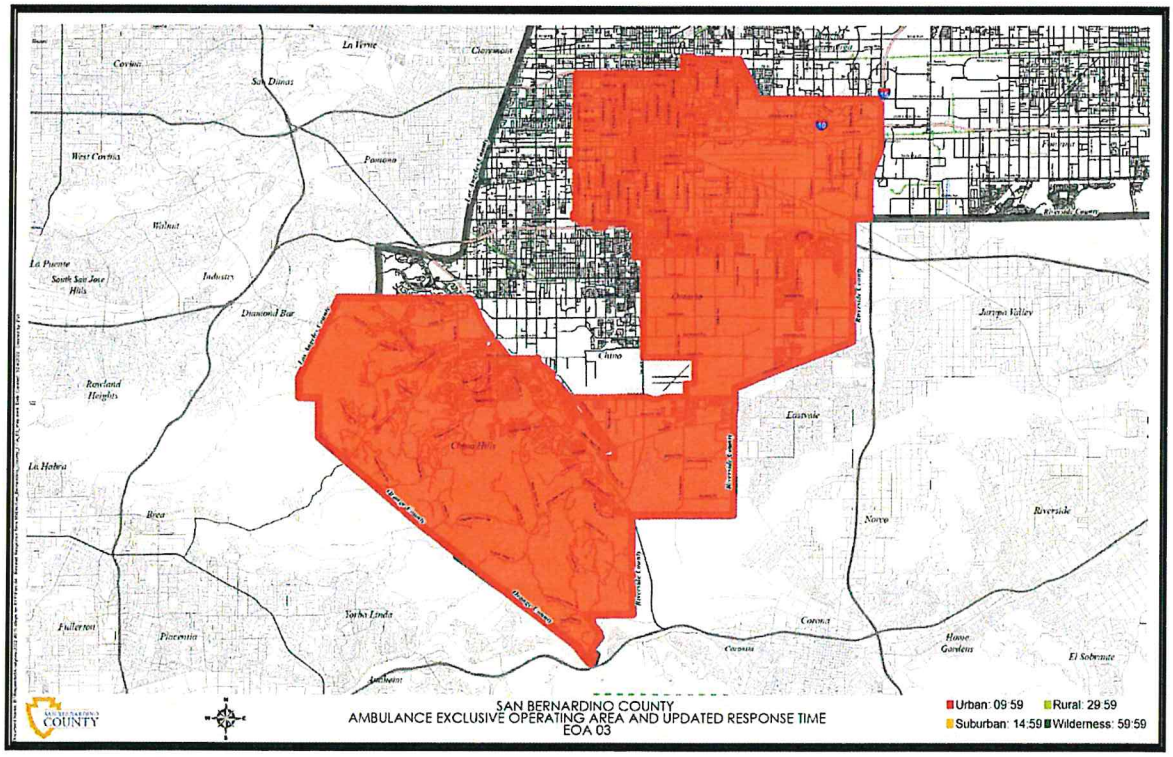
EOA 1



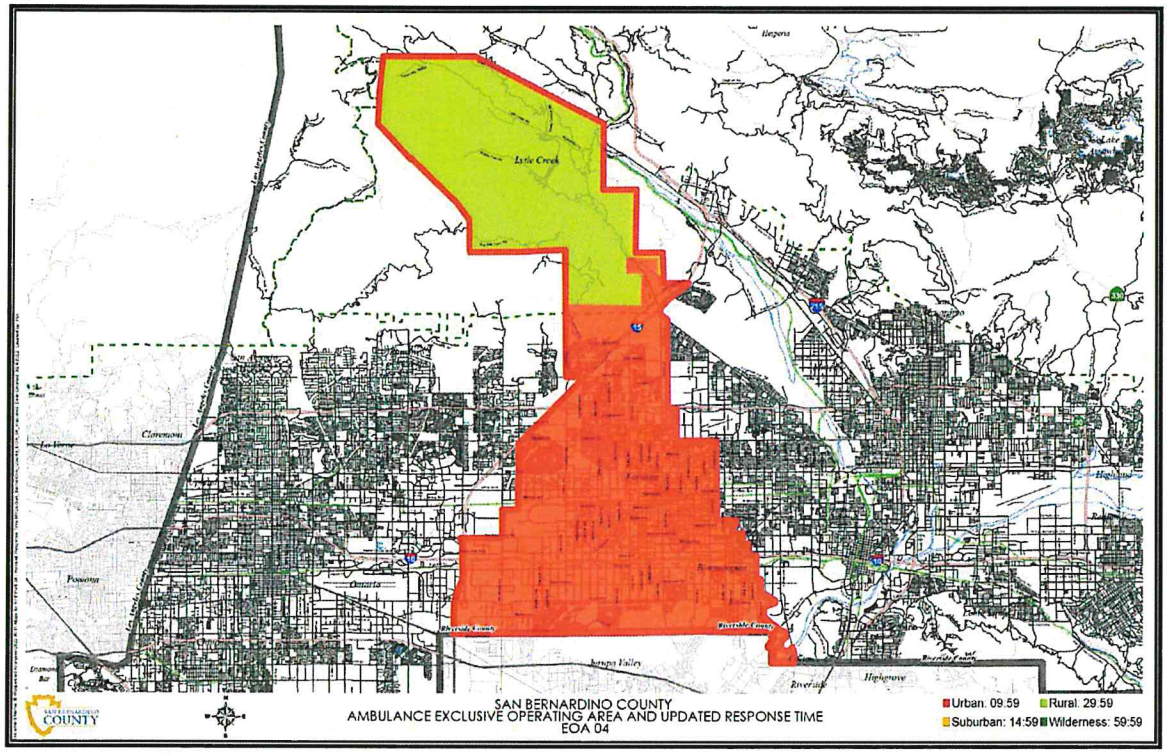
EOA 2


La Verne
Claremont
Covina
San Dimas
Pomona
Walnut
Industry
Diamond Bar
Rowland Heights
Chino
Ontario
Jurupa Valley
Eastvale
Norco
Beaumont
SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 02
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

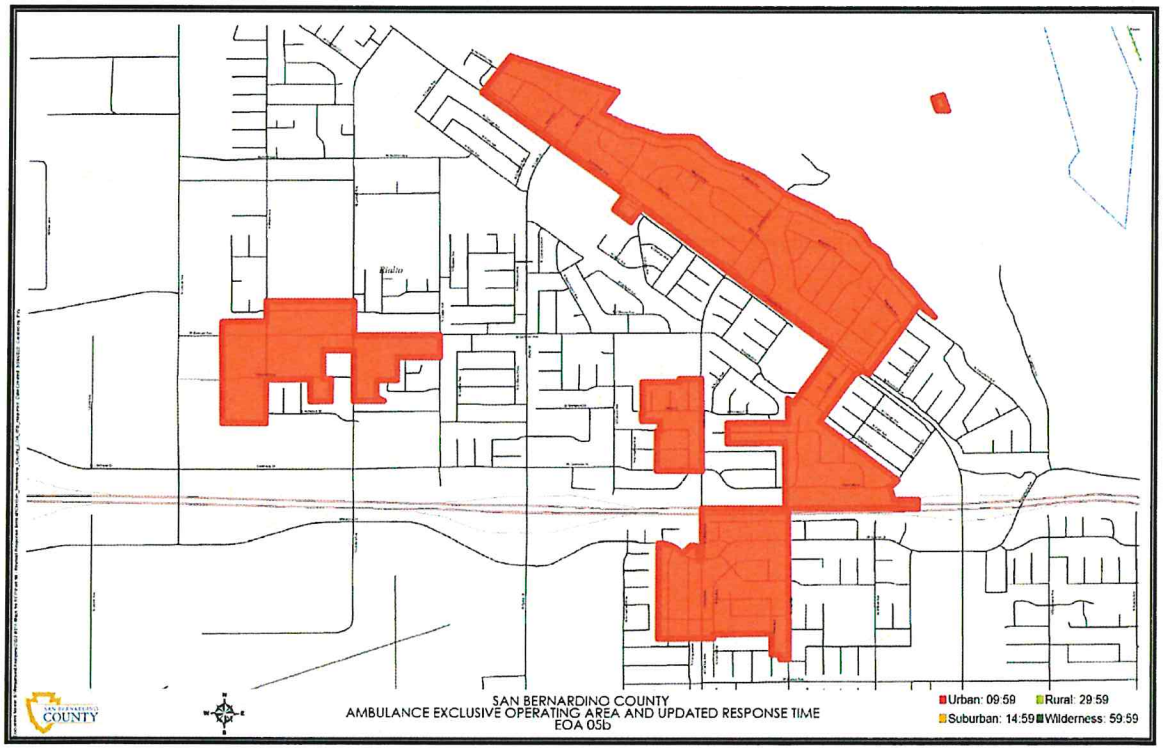
EOA 3


La Verne
Claremont
Covina
San Dimas
West Covina
Pomona
Walnut
La Puente
South San Jose Hills
Industry
Diamond Bar
Chino
Rowland Heights
La Habra
Chino Hills
Eastvale
Jurupa Valley
Riverside
Norco
Brea
Yorba Linda
Fullerton
Placentia
Corona
Home Gardens
El Sobrante
SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 03
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

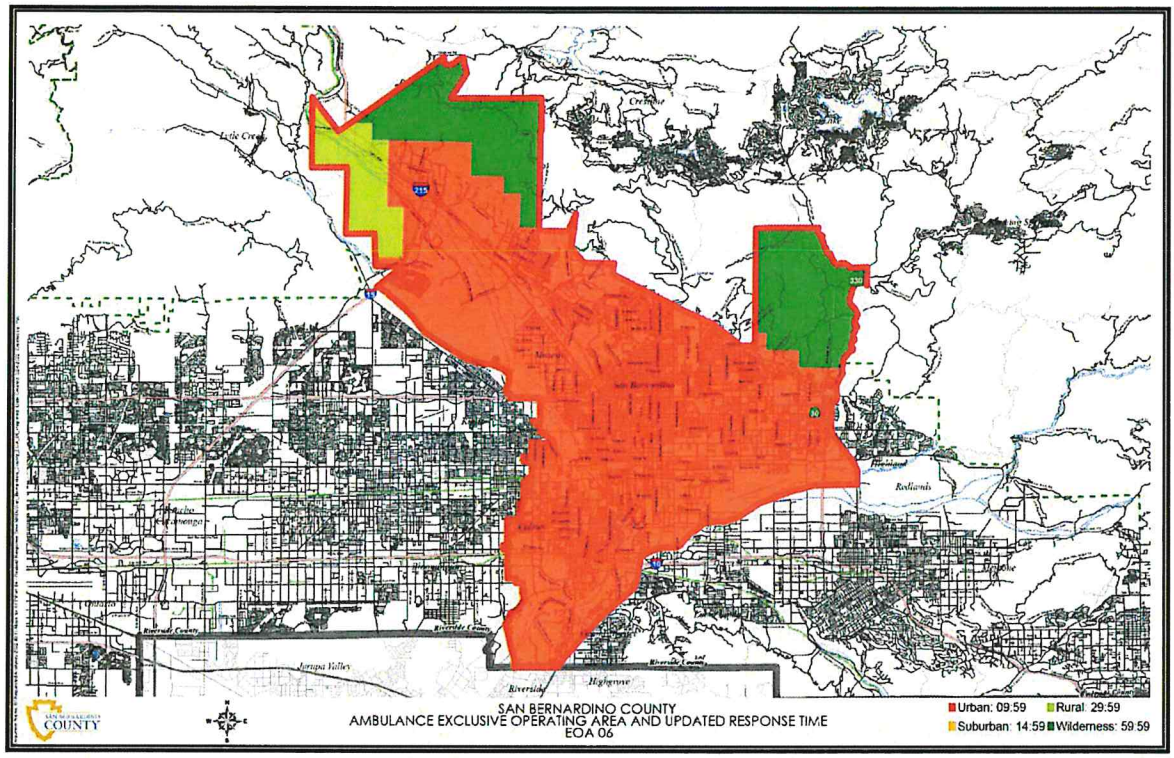
EOA 4


Lytle Creek
Rialto
Colton
Riverside
Highgrove
SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 04
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

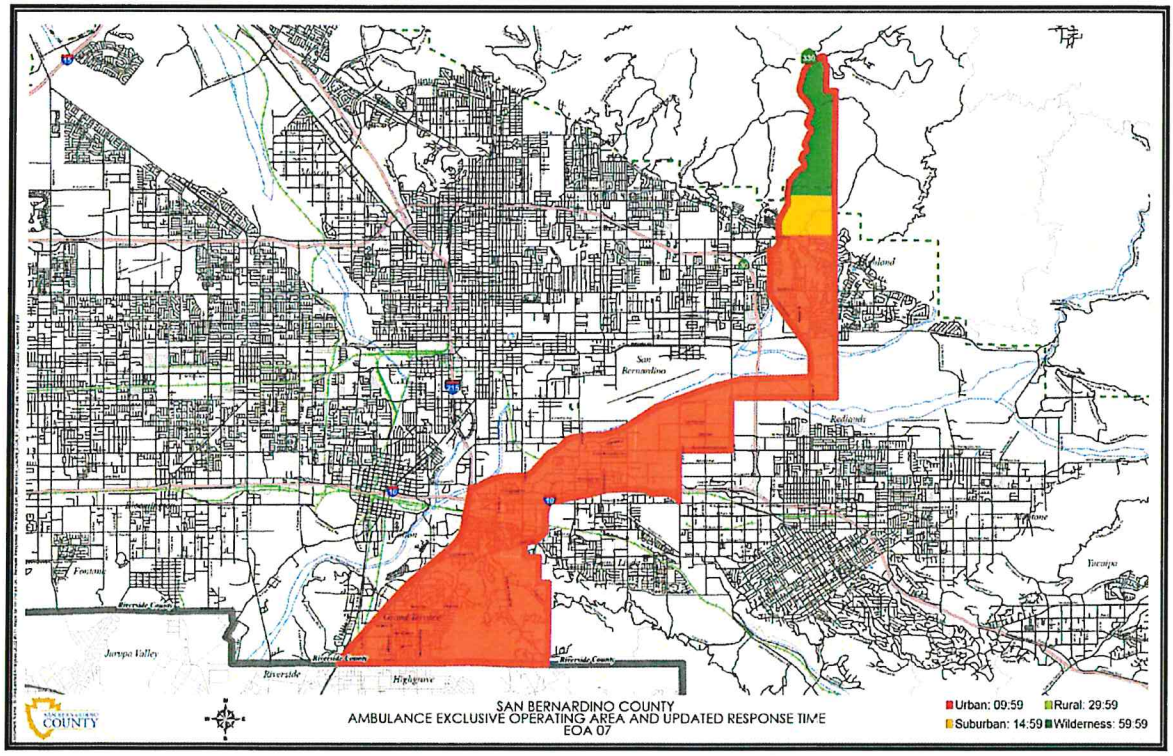
EOA 5b


Rialto
SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 05b
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

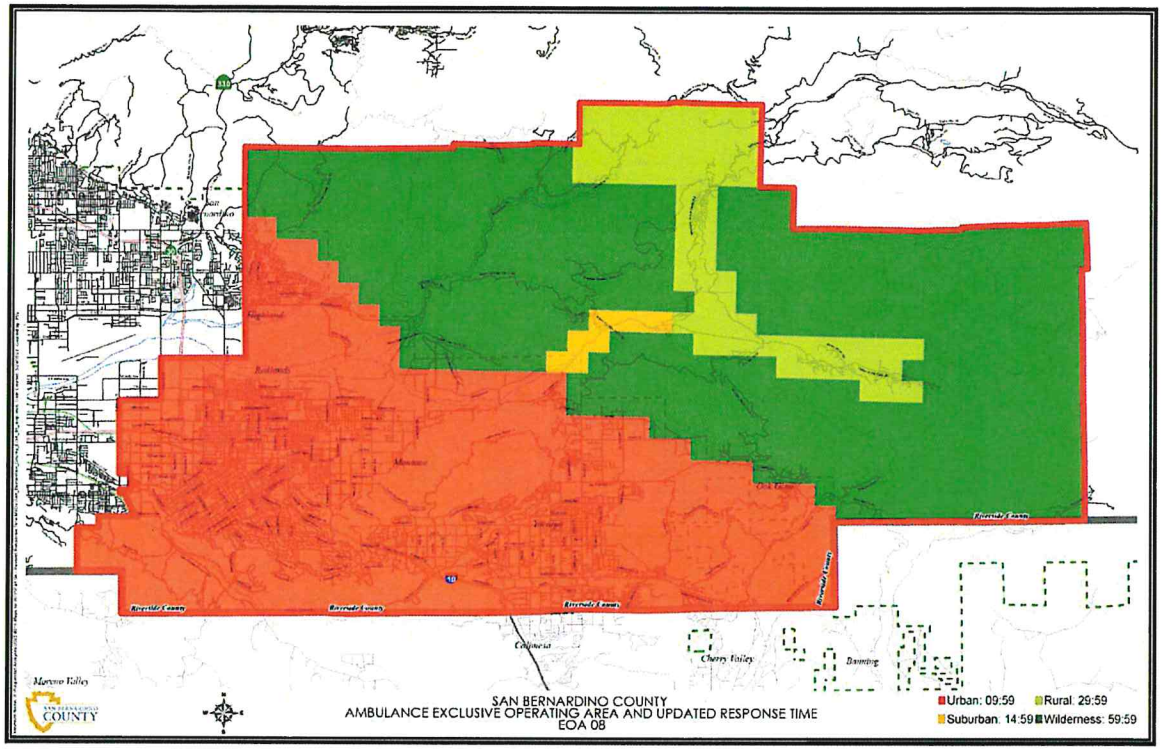
EOA 6


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 06
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

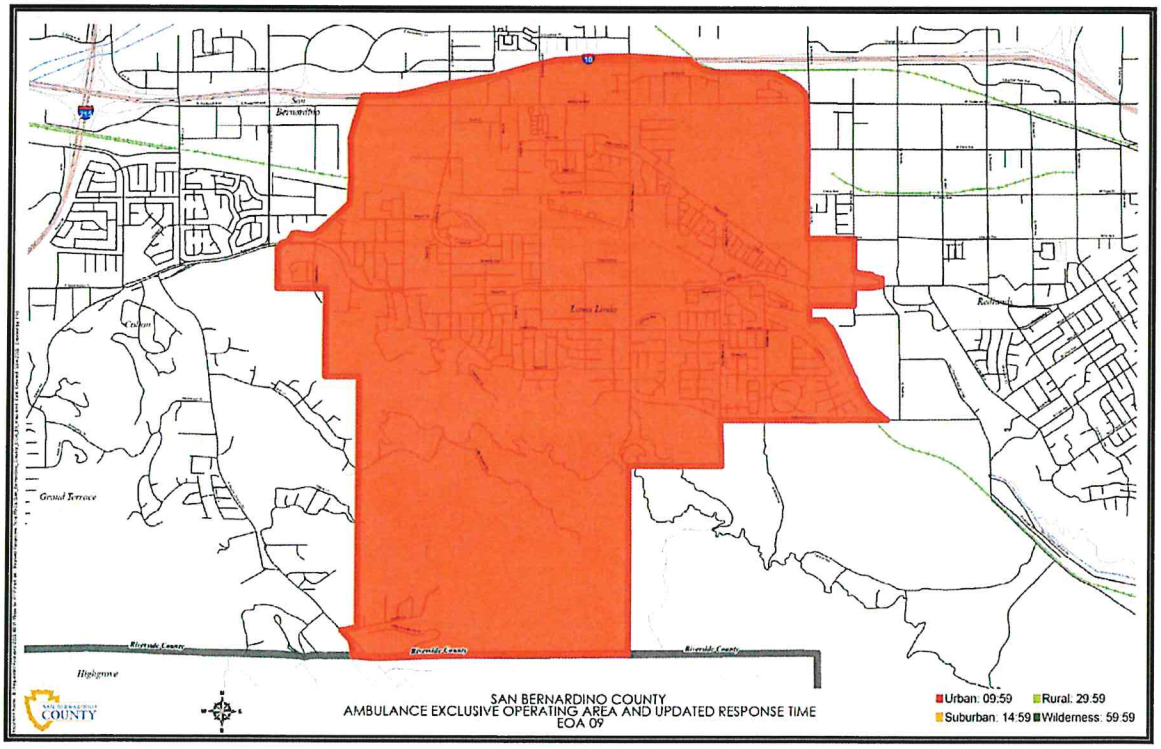
EOA 7


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 07
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

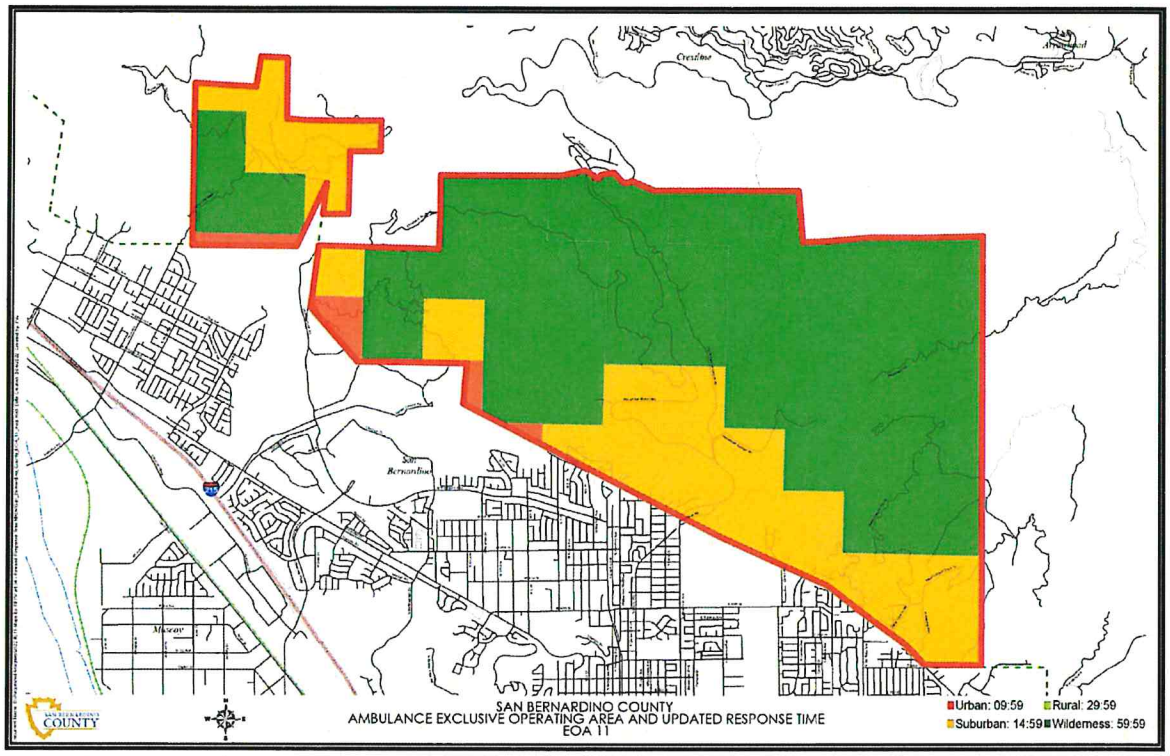
EOA 8


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 08
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

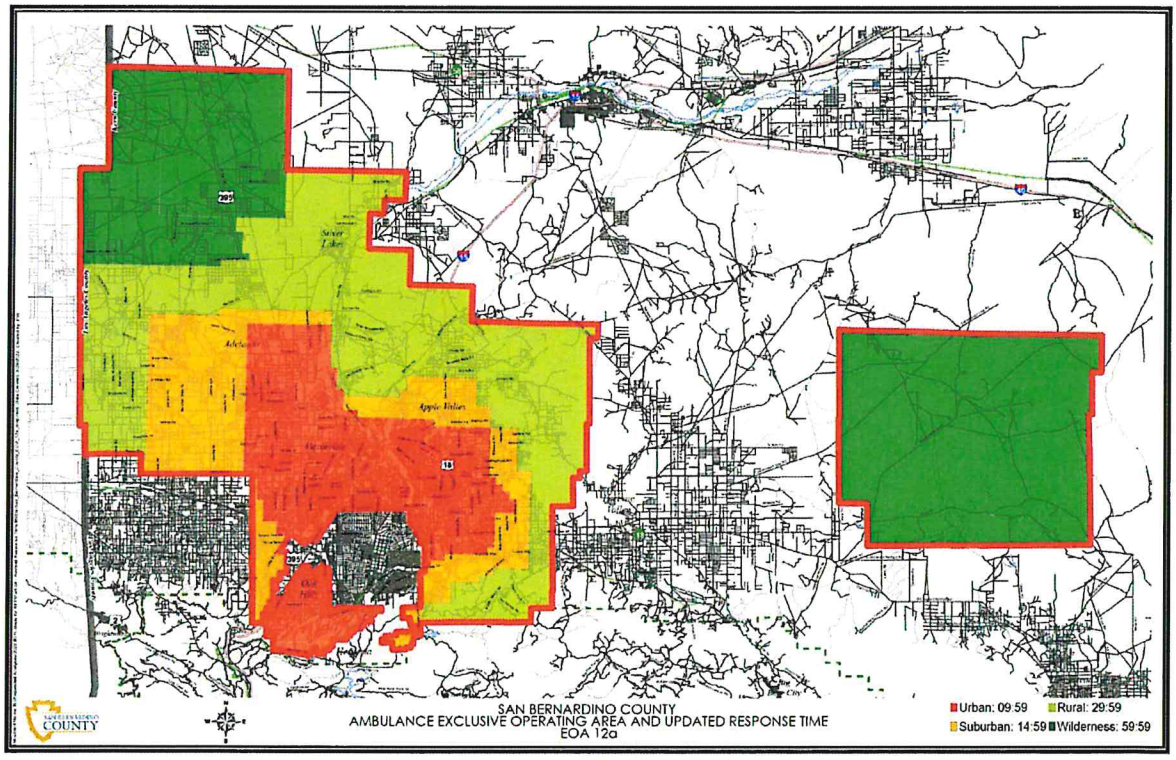
EOA 9


SAN BERNARDINO COUNTY
AMBULANCE EXCLUSIVE OPERATING AREA AND UPDATED RESPONSE TIME
EOA 09
Urban: 09:59
Rural: 29:59
Suburban: 14:59
Wilderness: 59:59

EOA 11



EOA 12a



Comprehensive Service Area

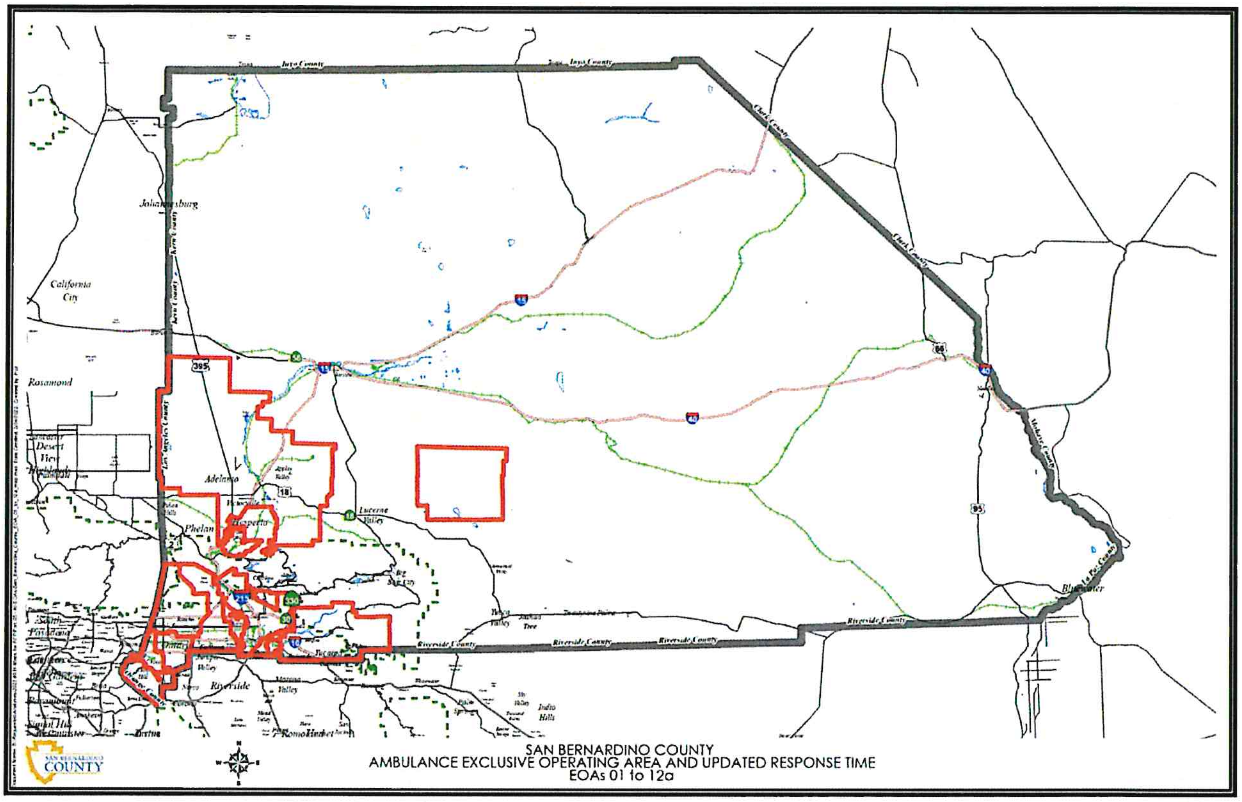


EXHIBIT 4 - MINIMUM INSURANCE REQUIREMENTS

Contractor shall provide proof of insurance or a letter from their insurance company/underwriter of their ability to obtain and maintain the minimum insurance coverage in full force and effect throughout the term of this Agreement, and thereafter as to matters occurring during the term of this Agreement. If Contractor is self-insured, Contractor shall document its capability to provide similar coverage or assurance of coverage consistent with the insurance requirements.

General Liability (Including operations, products, and completed operations, as applicable.)	The Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a combined single limit of not less than five million dollars ($5,000,000), per occurrence. The policy coverage shall include: a. Premises operations and mobile equipment. b. Products and completed operations. c. Broad form property damage (including completed operations). d. Explosion, collapse, and underground hazards. e. Personal injury. f. Contractual liability. g. $10,000,000 general aggregate limit.
Automobile Liability	Primary insurance coverage shall be written on an International Organization for Standardization (ISO) Business Auto coverage form for all owned, hired, and non- owned automobiles or symbol 1 (any auto). The policy shall have a combined single limit of not less than five million dollars ($5,000,000) for bodily injury and property damage, per occurrence. If the Contractor is transporting one or more non-employee passengers in performance of contract services, the automobile liability policy shall have a combined single limit of ten million dollars ($10,000,000) for bodily injury and property damage per occurrence.
Workers' Compensation	A program of Workers' Compensation insurance or a state-approved, self-insurance program in an amount and form to meet all applicable requirements of the Labor Code of the State of California, including Employer's Liability with $250,000 limits covering all persons including volunteers providing services on behalf of the Contractor and all risks to such persons under this contract.

Umbrella Liability Insurance	An umbrella (over primary) or excess policy may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage, personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The coverage shall also apply to automobile liability.
Employers' Liability	$1,000,000 - each accident, $1,000,000 policy limit bodily injury by disease, $1,000,000 each employee bodily injury by disease.
Professional Liability (Errors and Omissions)	Professional Liability – Professional Liability Insurance with limits of not less than ten million ($10,000,000) per claim and twenty million ($20,000,000) aggregate limits. or Errors and Omissions Liability Insurance – Errors and Omissions Liability Insurance with limits of not less than ten million ($10,000,000) and twenty million ($20,000,000) aggregate limits or If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
Abuse/Molestation Insurance	Contractor shall have abuse or molestation insurance providing coverage for all employees for the actual or threatened abuse or molestation by anyone of any person in the care, custody, or control of any insured, including negligent employment, investigation, and supervision. The policy shall provide coverage for both defense and indemnity with liability limits of not less than one million dollars ($1,000,000) with a two million dollars ($2,000,000) aggregate limit.

Environmental Liability	In addition to the Basic Requirements/Specifications for all Contracts, any contract that involves the use, handling, transportation, storage, abatement, containment or testing of any substance that is potentially toxic or hazardous to the environment, including but not limited to, those listed as hazardous by the United States Department of Transportation or the CAL OSHA "Director's list of Hazardous Substances" or listed as radioactive by the Nuclear Regulatory Commission, shall have the following additional requirements: a. Environmental Liability Insurance with a combined single limit of not less than five million ($5,000,000) per claim or occurrence and a separate aggregate for the contract project. The required additional insured endorsement shall protect the County without any restrictions. b. If insurance coverage is provided on a "claims made" policy, the "retroactive date" shall be shown and must be before the date of the start of the contract work. The claims made insurance shall be maintained or "tail" coverage provided for a minimum of five (5) years after contract completion.
Cyber Liability	Cyber Liability Insurance with limits of no less than $1,000,000 for each occurrence or event with an annual aggregate of $5,000,000 covering privacy violations, information theft, damage to or destruction of electronic information, intentional and/or unintentional release of private information, alteration of electronic information, extortion, and network security. The policy shall protect the involved County entities and cover breach response cost as well as regulatory fines and penalties.
Performance Security	The Proposer must be able to obtain and maintain in full force and effect, throughout the term of the contract a performance guarantee in the form of a performance security bond or an irrevocable Letter of Credit, in the amount of twenty million dollars ($20,000,000) payable without condition to San Bernardino County, with surety acceptable to and approved by the Auditor-Controller, which bond or irrevocable letter of credit shall guarantee to the County full and faithful performance of all of the terms and provisions of this contract to be performed by the Contractor, and as said contract may be amended, supplemented or extended. If using a performance bond, it must be issued by a bonding company, which is an Admitted Surety Insurer under the provisions of Title 14, Chapter 2, Article 6 of the Code of Civil Procedure, commencing with Section 995.610 et seq., and licensed to conduct the business of insurance in the State of California. Such performance bond, including the bonding company issuing the bond, shall be acceptable in form and content to the County.

EXHIBIT 5 - RESPONSE TIME & LIQUIDATED DAMAGES

FirstWatch OCU will provide the format for response time compliance and calculation of liquidated damages. For additional information on liquidated damages and response times, see Section 5.8.

Advanced Life Support and Basic Life Support response times per response area:

Response Priority	Urban	Suburban	Rural	Wilderness
Code 3 ALS	9:59	14:59	29:59	59:59
Code 2 ALS/BLS	15:59	22:59	44:59	99:59

Extended response times apply only to Code 2 and 3 priority level calls:

Extended Response Times					
Priority Level	**Urban**	**Suburban**	**Rural**	**Wilderness**	**Liquidated Damages**
Code 3	>19:59	> 24:59	> 39:59	>69:59	$500
Code 2	> 25:59	> 32:59	> 54:59	>109:59	$500

Interfacility Transports (IFT) and Critical Care Transports (CCT)

Response Term	Compliance Standard
Emergency ALS IFT	09:59 minutes
Non- Emergency Pre-Scheduled IFT > 2 hours	+/- 15 minutes of scheduled time
CCT	59:59 minutes

A. If the Contractor falls below the 90th percentile in any EOA or response area, a Liquidated Damage assessment of $10,000 per EOA/response area per month will be applied. The Contractor will be required to add additional ambulance unit hours until compliance has been achieved.

B. If the Contractor fails to meet minimum response times in the same EOA or response area for a second consecutive month without adding the additional unit hours approved, a $50,000 Liquidated Damage assessment will be applied. The Contractor will be required to add additional ambulance unit hours until compliance is achieved.

C. If the Contractor is out of compliance in multiple EOAs or response areas more than three times in a year, a $75,000 Liquidated Damage assessment will be applied, in addition to Liquidated Damages noted in item A above. The Contractor will be required to add additional ambulance unit hours as a cure.

D. If the Contractor is not successful in curing underperformance following these measures, the Contractor may be considered in Breach of Contract.

RESPONSE TIME & LIQUIDATED DAMAGES EXAMPLE TABLE

EOA XX Example

911 Responses		Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages	Contract Reference
Code 3	Urban	9:59	1750	1700	50	97.14%		Section V, Operations, 5.1, A, (1). 5.2 B, (2), (7) & (8). Exhibit 5
	Suburban	14:59	300	250	50	83.33%	$10,000 + Root Cause Analysis + Add Unit Hours	
	Rural	29:59	40	35	5	87.50%	No LD until minimum of 100 calls reached	
	Wilderness	59:59	2	2	0	100.00%		
Code 2	Urban	15:59	650	575	75	88.46%	$10,000 + Root Cause Analysis + Add Unit Hours	
	Suburban	22:59	290	275	15	94.83%		
	Rural	44:59	190	150	40	78.95%	$10,000 + Root Cause Analysis + Add Unit Hours	
	Wilderness	99:59	110	110	0	100.00%		
Subtotal							**$30,000**	

Extended Response Times		Maximum Extended Response Time	Over Maximum	Liquidated Damages	
					Response times more than ten (10) minutes over the applicable response time shall be considered an Extended Response
Code 3	Urban	19:59	2	$1,000	Audit all Extended Responses to identify root cause. Review ePCR to determine if any negative outcome may be attributed to the Extended Response
	Suburban	24:59	0		
	Rural	39:59	1	$500	
	Wilderness	69:59	0		
Code 2	Urban	25:59	0		Audit all Extended Responses to identify root cause. Review ePCR to determine if any negative outcome may be attributed to the Extended Response
	Suburban	32:59	1	$500	
	Rural	54:59	0		
	Wilderness	109:59	0		
Subtotal				**$2,000**	

IFT Responses All EOAs Combined	Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages
Non- Emergency Pre-Scheduled IFT > 2 hours +/- 15 minutes of scheduled time		855	765	-90.00	89.47%	$10,000 + Root Cause Analysis + Add Unit Hours

CCT Responses All EOAs Combined	Response Time Requirement	Total Responses	On Time Calls	Late Calls	90% Fractile	Liquidated Damages
	59.59	155	139	-16	89.68%	$10,000 + Root Cause Analysis + Add Unit Hours
Subtotal						**$20,000**

Total Liquidated Damages for March 2024	**$52,000**

EXHIBIT 6 - CLINICAL PERFORMANCE MEASURES & LIQUIDATED DAMAGES

Summary of potential San Bernardino County EMS Clinical Performance Measures

Clinical Performance Measures:

Participation in State and National Benchmarking

ICEMA will require the submission of data consistent with Health and Safety (H&S) Code 1797.227 that would allow the County to participate in programs such as California EMS System Core Quality Core Measures Project, Cardiac Arrest Registry for Enhanced Survival (CARES), National Emergency Medical Services Quality Alliance (NEMSQA: formerly Emergency Medical Services [EMS] Compass), and Mission: Lifeline.

Inland Counties Emergency Medical Agency (ICEMA) EMS Clinical Performance Measures

ICEMA requires the Contractor to jointly develop Clinical Performance Standards based on the measures listed below. The agreed upon Clinical Performance Standards will be incorporated as performance requirements of this agreement through the Quality Improvement (QI) Plan as outlined in Section 7.3 and according to ICEMA policy. It is understood, due to the nature of Clinical Performance Standards, a phase-in period as defined in Section 7.7 may be necessary, and measures may not be completely defined at the beginning of the contract, but will be based on the ICEMA Policy and Protocol Manual, state regulations and current best practice. These may include assessment, treatment, communication, transport, documentation, and provide for a quantitative measurement standard, such as:

Assessment

- Blood Glucose measurement for patients with altered neurological function,
- 12-lead ECG obtained in patients with chest pain of suspected cardiac etiology,
- Injured patients assessed for pain,
- Estimate weight for pediatric patients.

Treatment

- Aspirin administered for chest pain of suspected cardiac etiology,
- Glucose or glucagon administered for hypoglycemia,
- Benzodiazepine administered for status epilepticus,
- Nitroglycerin administered for acute pulmonary edema,
- Albuterol administered for symptomatic asthma or Chronic Obstructive Pulmonary Disease (COPD),
- Pain management (pharmacologic or non-pharmacologic) if pain scale >2,
- End-tidal CO2 measured on every successful endotracheal intubation.

Communication and Transport:

- Prearrival hospital notification for stroke, ST-Elevation Myocardial Infarction (STEMI), or major trauma,
- Direct transport of a patient with a suspected stroke, STEMI, or meeting trauma triage criteria to appropriate designated specialty care center.

Documentation:

- For refusal of care or transport, documentation that patient has decisional capacity,
- Documentation of stroke scale assessment and time last known well for patients with stroke.

Summary of ICEMA EMS Clinical Performance Standards

The chart below summarizes the background and derivation of the Clinical Performance Standards.

	CA Core Measures[1]	NEMSQA[2]	Mission: Lifeline[3]	GAMUT[4]	Meyers et al[5]	TQIP[6]
Assessment						
Blood Glucose measured for Altered Mental Status	X	X		X	X	
12-lead Electrocardiogram (ECG) for chest pain			X			
Injured patients assessed for pain		X				
Pediatric weight estimation		X				
Treatment						
Aspirin for chest pain	X		X		X	
Nitroglycerin Sublingual Tablets (NTG) for chest pain or pulmonary edema					X	
Glucose given for hypoglycemia	X	X				
Benzodiazepine for status epilepticus		X			X	
Albuterol for asthma or COPD	X				X	
Treatment of pain if >2/10		X				
End-tidal CO2 for Endotracheal Intubation (ETI)						
Communication						
Pre-arrival hospital notification for stroke, STEMI, or major trauma	X		X			
Transport						
Stroke, STEMI, or major trauma to specialty care center	X	X	X		X	X

Additional Suggested Measures

- Medication Errors - Total annual or rate
- Ambulance accidents – Response or transport
- Mechanical issues delaying ambulance response or transport
- Near misses (clinical error that does not result in an adverse patient outcome)
- Patient complaints
- Patient satisfaction surveys
- EMS stakeholder and customer satisfaction surveys

Measurement of Clinical Performance

Clinical Performance Standards are a performance-based approach rather than an undefined level of effort. The Contractor shall commit to employing the level of effort is necessary to achieve the agreed-upon Clinical Performance Standards. As identified in the RFP, there are specific timelines for these to be developed in collaboration with ICEMA. It is understood that adequate time is being provided to determine a baseline measurement for each of the ongoing performance standards. The Contractor shall ensure EMS personnel are trained to current ICEMA standards in a manner consistent with this goal. Below are examples of Clinical Performance Measures used to indicate performance throughout EMS systems.

Example of Clinical Performance Standards	Emergency Medical Dispatch (EMD)	Basic Life Support (BLS)	Advanced Life Support (ALS)	911 Receiving Hospital	Specialty Care
Cardiac Arrest	1. Identification of cardiac arrest 2. High Priority Dispatch 3. Instructions for chest compressions	1. Confirm pulselessness 2. Cardiopulmonary Resuscitation (CPR) 3. Automated External Defibrillator (AED)	1. Cardiac Monitor 2. Vascular access 3. Medications ECG if ROSC		1. ECG if Return of Spontaneous Circulation (ROSC) 2. Primary Percutaneous Coronary Intervention (PCI) for STEMI 3. Targeted Temperature Management
Chest Pain - Non traumatic	1. Determine call acuity level	1. Assess Vital Signs 2. Administer O2, titrate SpO2 to > 94%	1. Cardiac monitor 2. 12-Lead ECG 3. Acetylsalicylic Acid (ASA)	1. 12-lead ECG within 10 minutes of arrival	1. 12-lead ECG within 10 minutes of arrival

Shortness of Breath	1. Identify high priority	1. O2 2. Assess	1. Assess O2 2. Albuterol for asthma/COPD 3. NTG for Pulmonary Edema		
Altered Neurological Function	1. Identify high priority	1. Assess vital signs 2. SpO2 3. Blood glucose 4. Treatment for low BG 5. Naloxone for suspected opioid overdose	1. Evaluate for stroke 2. Blood Glucose 3. Vascular Access 4. Treatment for low BG		1. If stroke suspected, Computed Tomography / Computed Tomography Angiography (CT/CTA)

Clinical Performance Standard Liquidated Damages

It is the goal of ICEMA to ensure the delivery of quality clinical care that adequately addresses the medical condition of all patients. To adequately implement these measures, a period of eighteen (18) months that begins with the commencement of the contract will be necessary to allow time to identify, test, implement a process to measure specific clinical performance and evaluate performance improvement strategies.

The Contractor shall work with ICEMA to identify baseline compliance rates and set an anticipated increased growth toward higher compliance rates after the initial 18-month period. If the Contractor underperforms, based on baseline compliance rates, the Contractor shall conduct a comprehensive performance improvement process that includes identification of the root causes. The Contractor will be required to implement a corrective action plan. ICEMA's Medical Director will work in consultation with the Contractor to make recommendations and ICEMA's Medical Director will have final approval of any corrective actions prior to implementation. If the Contractor fails to identify, evaluate, and then implement a corrective action plan, Liquidated Damages shall be assessed.

The Contractor understands and agrees that the failure to comply with Clinical Performance Standards or other requirements in this contract will result in damage to ICEMA and the County. It will be impracticable to determine the actual amount of damage whether in the event of underperformance or nonperformance, failure to meet standards, or any other deviation. Therefore, the Contractor and ICEMA agree to the process to establish Liquidated Damages specified in this contract. It is expressly understood and agreed that the Liquidated Damage amounts are not to be considered a penalty, but shall be deemed, taken, and treated as a reasonable estimate of the damages to the County.

If all corrective actions identified are implemented, no Liquidated Damages will be assessed.

The Contractor shall pay Liquidated Damages to ICEMA every quarter following the initial 12-month period that the Contractor fails to attain Clinical Performance Standards and understands that the Clinical Performance Standards will be periodically updated to reflect current medical standards. Liquidated Damages paid by the

Contractor for each Clinical Performance Standard in which the Contractor fails to maintain the requisite compliance after a comprehensive Performance Improvement Plan, shall be established and assessed. The chart below is only an example. Baseline metrics will be set for each Clinical Performance Standard established for compliance as part of the Agreement. It is understood that these standards and baseline metrics will be established through a collaborative process and the standards and metrics will change and/or be modified over the terms of the contract. Contractor will be expected to meet the baseline metric for each clinical performance standard established.

The table below provides examples of *proposed* Clinical Performance Standards (actual performance standards will be established):

Clinical Performance Standard Examples	Baseline Metric	Under-performance	Damage Assessed	Under-performance	Damages Assessed	Under-performance	Considered Breach of Contract
Blood Glucose measurement for patients with altered neurological function	95%	85-94%	$1,500	75-84%	$3,000	Anything below 65% in a quarter	Notify of Contract Breach
Albuterol administered for symptomatic asthma or COPD	80%	75-79%	$1,500	65-74%	$3,000	Anything below 65% in a quarter	Notify of Contract Breach

The Contractor shall pay liquidated damages to ICEMA for the under-performance of Clinical Performance Standards as measured quarterly through the FirstWatch program, unless otherwise exempted by ICEMA. Exemptions include, but are not limited, to the following:

1. Verified equipment failure with appropriate documentation of reporting and resolution
2. Verified technical failure to upload 12-lead ECG
3. Communication failure for advance notice of trauma and stroke
4. Patient declines treatment and it is properly documented
5. Specialty Care Center unable to accept stroke, STEMI, or trauma patient.
6. Higher priority concerns take precedence (e.g., scene safety).

EXHIBIT 7 –EMERGENCY TAKEOVER LEASE AGREEMENT

THIS EMERGENCY TAKEOVER LEASE AGREEMENT (Lease) is entered into as of _____, 2024, between San Bernardino County (Lessee) and CONFIRE (Lessor or Contractor);

WHEREAS, Lessor and Lessee have entered into an Emergency Ambulance Services with Advanced Life Support Transport Agreement (911 Agreement), that permits the Lessee to take over the 911 system under certain conditions; and

WHEREAS, in the event of Lessee's takeover of the 911 system, Lessor desires to lease certain ambulances, certain items of equipment, and certain facilities (collectively "Equipment") specified on Leased Equipment Attachment hereto, to Lessee, and Lessee desires to lease the Equipment from Lessor, upon the terms and conditions contained in this Lease; and

WHEREAS, this Agreement shall only become effective upon a takeover by the County under the 9 11 Agreement;

NOW, THEREFORE, in consideration of the foregoing and the covenants and agreements contained herein and other good and valuable consideration, the sufficiency of which are hereby acknowledged and confessed, the parties hereto, intending to be legally bound, do hereby represent, warrant, covenant and agree as follows:

AGREEMENT

1. Lease of Equipment. Lessee leases from Lessor the Equipment specified on Schedule "A" Lessee hereby accepts the Equipment "as is" and Lessee shall be fully and completely bound by each and all of the terms and conditions hereof. Lessee acknowledges that at the time of takeover, Lessee shall fully inspect the Equipment and verify that the Equipment is in good condition and repair.

2. Conditions Precedent to Lease. The conditions precedent to this Lease being effective shall be: a) A declaration by Lessee that Lessor has committed a material breach under the 911 Agreement; b) that material breach has not been cured by Lessor within the cure period; c) Lessee terminates the 911 Agreement; and d) Lessee delivers to Lessor a written notice from the ICEMA Executive Officer or designee certifying that the County has elected to take over the 911 system, then Lessee shall take possession and control of the Equipment subject to the terms and conditions of this Lease.

3. Term. The term of this Lease shall commence upon Lessee's satisfaction of the conditions precedent in Section 2 immediately above and shall continue for the same period of time on a month-to-month basis not to exceed twelve (12) months.

4. Rent. Lessee shall pay Lessor monthly rent in advance for the Equipment in an amount outlined in Section 13.7 of the 911 Agreement. Any nonpayment of Rent or other amounts payable under this Lease within ten (10) days of Lessor's written notice to Lessee shall bear interest at the lower rate of: a) Twelve percent (12%); or b) the maximum amount allowed by law. The Equipment will be used for operating the 911 system. Lessee shall not remove the Equipment from the County EMS system without obtaining Lessor's prior written consent.

5. Maintenance. Lessee shall, at its expense, repair and maintain the Equipment so that it will remain in the same condition as when delivered to Lessee, ordinary wear and tear from proper use excepted. Such repair and maintenance shall be performed in compliance with all requirements necessary to enforce all product warranty rights and with all applicable legal and regulatory requirements. Lessee shall enter into and keep in effect during the Term those maintenance agreements with respect to the Equipment required by this Lease or hereafter required by Lessor. Upon reasonable prior notice, Lessee shall make the Equipment and all related records available to Lessor for inspection during regular business hours at the location of such Equipment.

6. Return. Lessee shall, at its expense, return such Equipment to Lessor in the same condition as tendered, ordinary normal wear and tear from proper use excepted.

7. Liens. Lessee shall not directly or indirectly create, incur, assume, or suffer to exist any Lien on or with respect to any Equipment. Lessee, at its expense, shall promptly pay, satisfy, and take such other actions as may be necessary or reasonably requested by Lessor to keep the Equipment free and clear of, and to duly and promptly discharge, any such Lien.

8. Risk of Loss. Lessee shall bear all risk of loss, damage, theft, taking, destruction, confiscation or requisition with respect to the Equipment, however caused or occasioned, which shall occur prior to the return of such Equipment. In addition, Lessee hereby assumes all other risks and liabilities, including without limitation personal injury or death and property damage, arising with respect to the Equipment including without limitation those arising with respect to the manufacture, purchase, ownership, shipment transportation, delivery, installation, leasing, possession, use, storage and return of such Equipment, howsoever arising, in connection with any event occurring prior to such Equipment's return in accordance with the Lease.

9. Casualty. If any of the Equipment shall become lost, stolen, destroyed or irreparably damaged from any cause whatsoever, or shall be taken, confiscated or requisitioned (any such event herein called an "Event of Loss"), Lessee shall promptly notify Lessor of the occurrence of such Event of Loss.

10. Insurance. Lessee shall, at its sole expense, carry and maintain insurance against such risks for the Equipment. Within five (5) days of Lessee taking possession and control of the Equipment, and, from time-to-time at Lessor's request, Lessee shall deliver to Lessor certificates of insurance or proof of self-insurance or other evidence reasonably satisfactory to Lessor showing that such insurance coverage is, and will remain in effect, in accordance with Lessee's obligations under this Section. Lessor shall not, however, cancel any insurance Lessor carries for the Equipment without notification to Lessee of Lessor's intent to cancel ten (10) days prior to any cancellation. Lessor's failure to timely inform Lessee of its intent to cancel any insurance shall void Lessee's liability under paragraph 9 (Risk of Loss) if Lessee fails to timely obtain insurance under this section.

11. Taxes and Fees. Except to the extent exempted by law, Lessee hereby assumes liability for, and shall pay when due, all fees, taxes and governmental charges (including without limitation interest and penalties) of any nature imposed upon the Equipment, or the use thereof except any taxes on or measured by Lessor's income or the value of any of Lessor's interest in this Lease or the Equipment, or accruing prior to Emergency Takeover.

12. Limited Warranty. Lessor, not being the manufacturer or vendor of the equipment, makes no other representation or warranty, express or implied, as to the suitability or fitness for any particular purpose, the quality of the material of the material or workmanship of the equipment.

13. Events of Default. Time is of the essence in the performance of all obligations of Lessee. An "Event of Default" shall occur if: a) Lessee fails to make any Rent payment as it becomes due in accordance with the terms of this Lease and any such failure continues for a period of ten (10) days after written notice to Lessee from Lessor; or b) Lessee violates any covenant, term, or provision of this Lease, and such violation shall continue unremitted for a period of ten (10) days after written notice to Lessee from Lessor.

14. Remedies. If one or more Events of Default shall have occurred and be continuing after the ten (10) day notice period has lapsed, Lessor at its option, may:

a. Proceed by appropriate court action or actions, either at law or in equity, to enforce performance by Lessee of the applicable covenants of this Lease or to recover damages for the breach thereof, or

b. By notice to Lessee immediately terminate this Lease, whereupon all rights of Lessee to the possession and use of the Equipment shall absolutely cease and terminate as though this Lease as to such Equipment had never been entered into; provided, however, Lessee shall nevertheless remain fully and completely liable under this Lease only for the payment of the outstanding Rental Payments for the balance of the then current month; and thereupon Lessor may without notice, by its agents, enter upon the premises of Lessee where any of the Equipment may be located and take possession of all or any of such Equipment and from that point hold, possess, operate, sell, lease and enjoy such Equipment free from any right of Lessee to use such Equipment for any purposes whatsoever.

15. Notices. Any consent, instruction or notice required or permitted to be given under this Lease shall be in writing and shall become effective when delivered, or if mailed when deposited in the United States mail, postage prepaid, registered or certified mail, return receipt requested, and addressed to Lessor or Lessee, as the case may be, at their respective addresses set forth in the 911 Agreement or at such other address as Lessor or Lessee shall from time to time designate to the other party by notice similarly given.

16. Miscellaneous. This Lease (including the Leased Equipment Attachment hereto):
    a. Constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto.
    b. May be amended only by written instrument executed by both parties.
    c. May not be assigned by either party without the written consent of the other party.
    d. Shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns.
    e. Shall be interpreted and enforced in accordance with the laws of the state of California, without regard to the conflict of law's provisions thereof, and the federal laws of the United States applicable therein.
    f. May be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and shall not be effective until executed by both parties.

17. Electronic Signatures. This Contract may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Contract. The parties shall be entitled to sign and transmit an electronic signature of this Contract (whether by facsimile, PDF or other mail transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Contract upon request.

The parties executing this Lease Agreement warrant that they have full and complete legal authority to execute this Agreement on behalf of their agency.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the day and year first written above.

San Bernardino County

By: _____
Dawn Rowe, Chair, Board of Supervisors

Date: _____

CONFIRE

By: _____

Date: _____

LEASED EQUIPMENT ATTACHMENT

The leased items shall include:

1. All ambulance stations including, but not limited to, comfort stations utilized by Contractor at the time of an uncured breach or emergency takeover; and

2. All ambulances, bariatric ambulances, Supervisor vehicles, and support vehicles, not to total less than the maximum used at any point during the 911 Agreement prior to the emergency takeover and their associated medical equipment, medical supplies, and communication equipment, including but not limited to, information technology such as computers and mobile data gateways to perform emergency ambulance services as required by this Agreement; and

3. In addition, Contractor shall make available to the County its on-hand medical supply inventory located at its main headquarters in San Bernardino County.

ATTACHMENT A

REQUEST FOR PROPOSAL #: ICEMA23-ICEMA-4811 AND ADDENDA

Access by clicking the link below:

https://www.dropbox.com/scl/fo/p3krg3bv2r5ogya1oh3xs/h?rlkey=g27krj8wlr2uugi2u8j6va5af&dl=0

ATTACHMENT B
PROPOSAL (REFERENCE ONLY)

Access by clicking the link below:

https://www.dropbox.com/scl/fo/p3krg3bv2r5ogya1oh3xs/h?rlkey=g27krj8wlr2uugi2u8j6va5af&dl=0

City Council **AGENDA ITEM NO. I10.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Adopt Resolution No. 8828 amending the City's Conflict of Interest Code to include new designated positions and remove positions that no longer make or participate in governmental decisions, acknowledge the City Council's review of the Conflict of Interest Code, and rescind Resolution No. 8628 (Human Resources/Risk Management Director King)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to adopt Resolution No. 8828 and acknowledge that this City Council has reviewed its Conflict of Interest Code and finds that the following amendments are necessary: (1) Include new positions that must be designated and (2) Delete positions that no longer make or participate in governmental decisions and rescind Resolution No. 8628.

RECOMMENDATION:

Staff recommends that the City Council approve Resolution No. 8828 amending the Conflict of Interest Code for the City and acknowledge that this City Council has reviewed its Conflict of Interest Code and finds that the following amendments are necessary: (1) Include new positions that must be designated and (2) Delete positions that no longer make or participate in governmental decisions and rescind Resolution No. 8628.

DISCUSSION:

Government Code Section 87306.5 requires the review of every public agency’s Conflict of Interest Code in each even-numbered year and submission to the City Council of a statement regarding that review. Staff has reviewed the City’s Conflict of Interest Code and finds that amendments are necessary. These amendments include revising the Designated Positions to accurately reflect the relevant classifications currently in place as of the City's most recent Salary Resolution No. 8814 effective July 1, 2026, in addition to minor language revisions to reflect the renumbering of the Fair Political Practices Commission (FPPC) regulations referenced within the Conflicts of Interest Code due to recent changes made by the FPPC.

ALTERNATIVES:

N/A

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Gina King, Human Resources/Risk Management Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Jenna Yorck, HR Manager

FISCAL IMPACT

Fiscal Year: N/A

Revenue Generating: No

Amount: N/A

Budgeted Y/N: N/A

Account No.: N/A

Additional Appropriation Required: No

Discussion: There is no fiscal impact with this item.

Attachments

RESOLUTION NO. 8828

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING ITS CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974, AND RESCINDING RESOLUTION NO. 8628

WHEREAS, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code section 81000 *et seq*. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees, and consultants of the City of Redlands (the "City"), and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the City adopted a Conflict of Interest Code pursuant to the Political Reform Act of 1974 by Resolution No. 3290 on October 5, 1976; and

WHEREAS, the City has amended its Conflict of Interest Code periodically as mandated by law and as deemed necessary by the City Council of the City (this "City Council"); and

WHEREAS, this City Council last amended its Conflict of Interest Code by Resolution No. 8628 on September 17, 2024; and

WHEREAS, this City Council wishes to update its Conflict of Interest Code to identify the current designated City employees and consultants that are subject to the Conflict of Interest Code; and

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands that the Conflict of Interest Code as set forth in Resolution No. 8628 is hereby rescinded in its entirety and replaced with the Conflict of Interest Code, attached as Exhibit "1," which is hereby adopted for the City of Redlands.

ADOPTED AND APPROVED this 15th day of September, 2026.

_____

Mario Saucedo, Mayor

ATTEST:

_____

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution No. 8828 was duly adopted by the City Council at a regular meeting thereof, held on the 15th day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "1"

CITY OF REDLANDS

CONFLICT OF INTEREST CODE

Adopted: October 5, 1976
Last Amended: September 15, 2026

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CONFLICT OF INTEREST CODE
OF THE
CITY OF REDLANDS

A. Purpose/Incorporation by Reference.

1. Statement of Purpose. It is the purpose of this Code to provide for the disclosure of designated employee assets and income which may be materially affected by such employees' official actions, and, in appropriate circumstances, to provide that designated employees should be disqualified from acting in order that conflicts of interest may be avoided. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000, *et seq*.) (the "Act").

2. Incorporation by Reference. The Act requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted regulations (2 Cal. Code of Regs., section 18730, *et seq*.) which contain the terms of a standard conflict of interest code, and which can be incorporated by reference in an agency's code. After public notice and hearing, the agency's conflict of interest code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the provisions of 2 California Code of Regulations section 18730, *et seq*., and any amendments to them duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. These regulations, and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the City of Redlands ("City").

3. Public Availability. Designated employees shall file their statements with the City, which will then make the statements available for public inspection and reproduction (Government Code section 81008). Statements for designated employees will be retained by the City.

B. Definition of Terms. This Conflict of Interest Code contains a number of key terms, such as "designated employee," "interests in real property within the jurisdiction," "investments in business entities," "income," and decisions "made" or "participated in" by a designated employee, which are defined in the Act and the regulations of the Fair Political Practices Commission (2 Cal. Code of Regs., section 18200, *et seq*.). These definitions and regulations, and any amendments to the Act or regulations, are incorporated by reference into this Conflict of Interest Code. Summaries of certain definitions are contained in the attached Addendum, which is provided for convenience of reference only, and are not a part of this Conflict of Interest Code. The definitions of key terms contained in the Act or the regulations are amended and changed from time to time. The summaries of definitions contained in the Addendum will be updated accordingly on a periodic basis.

C. Disclosure Statements.

1. Designated Employees. The persons holding positions listed in Exhibit "A" of the Appendix of this Conflict of Interest Code are "designated employees." It has been determined that these officers and employees make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

2. Disclosure Requirements. Each designated employee shall file an annual statement disclosing interests in real property within the City's jurisdiction, investments in business entities, business positions held or received during the previous calendar year, and income or sources of income which might foreseeably be affected materially by the operations of the City. The City has determined that it is foreseeable that the types of investments, interests in real property, business positions held or received during the previous calendar year, and income, and sources of income listed in Exhibit "B" of the Appendix may be affected materially by decisions made or participated in by the designated employee by virtue of his or her position, and are reportable if held by the designated employee.

3. Statements of Economic Interests: Time of Filing Statements; Contents Thereof.

(a) Initial Statements. All designated employees employed on the effective date of this Conflict of Interest Code, as originally adopted, promulgated and approved by the City Council, shall file statements within thirty (30) days after the effective date of this Conflict of Interest Code. Thereafter, each person already in a position when it is designated by an amendment to this Conflict of Interest Code shall file an initial statement within thirty (30) days after the effective date of the amendment. Initial statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the twelve (12) months prior to the effective date of this Conflict of Interest Code.

(b) Assuming Office Statements. All new designated employees who are appointed, promoted or transferred to a designated position after the effective date of this Conflict of Interest Code shall file statements within thirty (30) days after assuming the designated position, disclosing any reportable income, investments, interests in real property and business positions held or received during the twelve (12) months prior to the date of assuming office.

(c) Annual Statements. Annual statements shall be filed by all designated employees on or before April 1 of each year, disclosing any reportable investments, interests in real property, income and business positions held or received in the period since the closing date of the employee's previously filed statement and December 31.

(d) Leaving Office Statements. Every designated employee who leaves office and does not assume another designated position for the City shall file a statement within thirty (30) days after leaving office disclosing any reportable investments, interests in real property, income and

business positions held or received during the period since the last previous statement was filed.

(e) Candidates' Statements. Candidates for election to City positions shall file a statement no later than the final date for filing Declarations of Candidacy, disclosing reportable investments and interests in real property held on the final date for filing Declarations of Candidacy. This subsection shall not apply to candidates who filed statements with the City within the previous twelve (12) months under subsections (a), (b) or (c) of this Section.

4. Statement for Persons who Resign 30 Days after Appointment. Persons who resign within thirty (30) days of initial appointment are not deemed to have assumed office or left office provided they did not make or participate in the making of, or use their position to influence any decision and did not receive or become entitled to receive any form of payment as a result of their appointment. Such persons shall not file either an assuming or leaving office statement.

5. Place of Filing Statements. All designated employees required to submit a statement of economic interests shall file the original with the City Clerk. The City Clerk shall make and retain a copy of all statements filed by members of and candidates for the City Council of the City of Redlands, the City Manager and City officials who manage public investments, and the City Attorney, and forward the original of each such statement to the Fair Political Practices Commission ("FPPC"). The City Clerk shall retain the originals of the statements of all other designated employees.

6. Forms for Statements. Forms for filing disclosure statements will be made available by the City Clerk, and will adhere to the forms prescribed by the FPPC.

D. Manner of Reporting. The designated employee shall report all economic interests as required under California Code of Regulations section 18730.

E. Disqualification. Designated employees must disqualify themselves as required pursuant to California Code of Regulations section 18730 (section 9).

F. Opinions of the Commission and Counsel.

1. Request for Opinion and Reliance. Any designated employee who is unsure of any duty, right, or privilege of participation in any matter under this Code or under the provisions of the Act may request a formal opinion or letter of advice from the FPPC, or an opinion from the City Attorney, provided that nothing in this Conflict of Interest Code requires the City Attorney to issue any formal or informal opinion.

2. Evidence of Good Faith. If an opinion or a letter of advice is rendered by the FPPC stating in full the facts and law upon which the opinion is based, compliance therewith by the designated employee is evidence of good faith in any criminal proceeding and is a presumption affecting the burden of proof of any civil proceeding brought under the Act or this Conflict of Interest Code. The designated employee's good faith compliance with such opinion shall also constitute a complete defense to any disciplinary action brought by the authority under section 91000 et seq. of the Act or this Conflict of Interest Code.

G. Legislative or Judicial Amendments. All amendments or changes to the provisions of the Act, occurring as the result of legislative amendment or judicial decision, shall automatically and immediately be incorporated into this Conflict of Interest Code and this Conflict of Interest Code shall, without further action, thereupon be deemed amended and changed to reflect such legislative or judicial amendment or decision.

H. Force and Effect of Code. This Conflict of Interest Code has the force and effect of law. Designated employees violating any provision of this Conflict of Interest Code are subject to the administrative, criminal and civil sanctions provided by the Act.

EXHIBIT "A"

DESIGNATED POSITIONS

The Mayor, Members of the City Council, the City Manager, and other City officials who manage public investments, and the City Attorney, are included in and governed by this Conflict of Interest Code only with respect to its disqualification provisions. For purpose of disclosure, the Mayor, members of the City Council, Planning Commissioners, the City Manager, City Attorney, City Treasurer, and the City officials who make public investments are governed by the statutory conflicts of interest provisions of Article 2 of Chapter 7 of the Political Reform Act of 1974 (Government Code section 87200, *et seq*.).

DESIGNATED EMPLOYEE'S TITLE OR FUNCTION	**DISCLOSURE CATEGORIES ASSIGNED**
CITY CLERK'S OFFICE	
City Clerk	All Disclosure Categories (1-7)
Assistant City Clerk	All Disclosure Categories (1-7)
CITY MANAGER'S OFFICE	
City Manager	All Disclosure Categories (1-7)
Assistant City Manager	All Disclosure Categories (1-7)
City Attorney	All Disclosure Categories (1-7)
Homeless Solutions Manager	All Disclosure Categories (1-7)
Grants Coordinator	Disclosure Categories (1,3,5,7)
Management Analyst	All Disclosure Categories (1-7)
Administrative Analyst	Disclosure Categories (1,3,5,7)
Public Information Officer	All Disclosure Categories (1-7)
DEVELOPMENT SERVICES	
Development Services Director	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
One Stop Permit Center Manager	All Disclosure Categories (1-7)
Asst/Assoc/Civil/Sr. Civil Engineer	Disclosure Categories (1,3,5-7)
Chief Building Official	All Disclosure Categories (1-7)
Sr. Plans Examiner	Disclosure Categories (1,3,5-7)
Economic Development Coordinator	All Disclosure Categories (1-7)
City Planner	All Disclosure Categories (1-7)
Principal Planner	Disclosure Categories (1,3,5-7)
Senior Planner	Disclosure Categories (1,3,5-7)
FIRE	
Fire Chief	All Disclosure Categories (1-7)
Fire Marshal	All Disclosure Categories (1-7)
Deputy Fire Chief	All Disclosure Categories (1-7)
Deputy Fire Marshal	All Disclosure Categories (1-7)
Battalion Chief	Disclosure Categories (1-3, 5-7)
EMS Coordinator	Disclosure Categories (1,3,5-7)
Management Analyst	All Disclosure Categories (1-7)
Emergency Operations Specialist	Disclosure Categories (1,3,5-7)

HUMAN RESOURCES/RISK	
Director, HR/Risk Management	All Disclosure Categories (1-7)
Assistant Director, HR/Risk Management	All Disclosure Categories (1-7)
HR/Risk Manager	All Disclosure Categories (1-7)
LIBRARY	
Library Director	All Disclosure Categories (1-7)
Archivist Curator	All Disclosure Categories (1-7)
Principal Librarian	Disclosure Categories (1,3,5-7)
Systems Administrator	Disclosure Categories (1,3,5-7)
Management Analyst	All Disclosure Categories (1-7)
Senior Librarian	Disclosure Categories (1,3,5-7)
Special Collections Manager	Disclosure Categories (1,3,5-7)
Adult Literacy Coordinator	Disclosure Categories (1,3,5-7)
Technical Services Coordinator	Disclosure Categories (1,3,5-7)
FINANCE	
Director, Finance	All Disclosure Categories (1-7)
Procurement Manager	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
Assistant Finance Director	All Disclosure Categories (1-7)
Finance Manager	All Disclosure Categories (1-7)
Principal Accountant	All Disclosure Categories (1-7)
Senior Accountant	Disclosure Categories (1,3,5-7)
Budget Analyst	All Disclosure Categories (1-7)
Accountant	Disclosure Categories (1,3,5-7)
Revenue Manager	All Disclosure Categories (1-7)
Administrative Analyst	All Disclosure Categories (1-7)
Utilities Customer Service Supervisor	All Disclosure Categories (1-7)
Payroll Coordinator	All Disclosure Categories (1-7)
INNOVATION & TECHNOLOGY/GIS	
Information Technology Manager	All Disclosure Categories (1-7)
Network Engineer	Disclosure Categories (1,3,5-7)
GIS Supervisor	All Disclosure Categories (1-7)
IT Systems Supervisor	All Disclosure Categories (1-7)
Database Administrator	Disclosure Categories (1,3,5-7)
IT Security Analyst	Disclosure Categories (1,3,5-7)
IT Applications Analyst	Disclosure Categories (1,3,5-7)
System Administrator	Disclosure Categories (1,3,5-7)
GIS Analyst	Disclosure Categories (1,3,5-7)
Network Specialist	Disclosure Categories (1,3,5-7)
MUNICIPAL UTILITIES & ENGINEERING	
Director of Municipal Utilities and Public Works Engineering/City Engineer	All Disclosure Categories (1-7)
City Engineer	All Disclosure Categories (1-7)
Asst/Assoc/Civil/Sr. Civil Engineer	Disclosure Categories (1,3,5-7)
Water Utility Manager	All Disclosure Categories (1-7)
Laboratory Manager	All Disclosure Categories (1-7)
Water Production/Maintenance Superintendent	All Disclosure Categories (1-7)

Water Distribution Superintendent	All Disclosure Categories (1-7)
Water Production Operations Supervisor	All Disclosure Categories (1-7)
Water Production Maintenance Supervisor	All Disclosure Categories (1-7)
Water Distribution Supervisor	All Disclosure Categories (1-7)
Wastewater Utility Manager	All Disclosure Categories (1-7)
Wastewater Operations Supervisor	All Disclosure Categories (1-7)
Wastewater Facilities Maintenance Supervisor	All Disclosure Categories (1-7)
Wastewater Collection System Supervisor	All Disclosure Categories (1-7)
POLICE	
Chief of Police	All Disclosure Categories (1-7)
Deputy Police Chief	All Disclosure Categories (1-7)
Police Commander	All Disclosure Categories (1-7)
Police Civilian Commander	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
Police Operations Coordinator	Disclosure Categories (1,3,5-7)
Records Manager	All Disclosure Categories (1-7)
Records Supervisor	All Disclosure Categories (1-7)
Support Services Supervisor	All Disclosure Categories (1-7)
FACILITIES AND COMMUNITY SERVICES	
Director, FCS	All Disclosure Categories (1-7)
Sr. Manager, FCS	All Disclosure Categories (1-7)
Manager, FCS	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
Field Services Superintendent	All Disclosure Categories (1-7)
Field Services Project Supervisor	All Disclosure Categories (1-7)
Administrative Analyst	Disclosure Categories (1,3,5-7)
Airport Supervisor	All Disclosure Categories (1-7)
Solid Waste Manager	All Disclosure Categories (1-7)
Solid Waste Supervisor	All Disclosure Categories (1-7)
Solid Waste Route Coordinator	Disclosure Categories (1,3,5-7)
Recycling Coordinator	Disclosure Categories (1,3,5-7)
Fleet Services Supervisor	Disclosure Categories (1,3,5-7)
Cemetery Manager	All Disclosure Categories (1-7)
Animal Control Supervisor	All Disclosure Categories (1-7)
Recreation Supervisor	All Disclosure Categories (1-7)
COMMISSIONS	
Historic and Scenic Preservation Commissioners	Disclosure Categories (1,2,3,7)
Library Board of Trustees	All Disclosure Categories (1-7)
Consultants *	

* Consultants, who provide services under contract to fill one of the above-referenced designated positions, shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a

description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

EXHIBIT "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the designated employee must disclose for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in, and sources of income from, business entities that do business or own real property within the jurisdiction of the City, plan to do business or own real property within the jurisdiction of the City within the next year, or have done business or owned real property within the jurisdiction of the City within the past two (2) years.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City, plan to engage in such activities within the jurisdiction of the City within the next year, or have engaged in such activities within the jurisdiction of the City within the past two (2) years.

Category 4: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee’s Department.

Category 7: All investments and business positions in, and sources of income from, business entities subject to the regulatory, permit, or licensing authority of the Designated Employee’s Department, will be subject to such authority within the next year, or have been subject to such authority within the past two (2) years.

ADDENDUM

REFERENCE DEFINITIONS

FOR THE

CONFLICT OF INTEREST CODE

OF THE

THE CITY OF REDLANDS

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DEFINITIONS

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7. "Financial Interest" .....Addendum 14
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DEFINITIONS

1. "Public Official" means every member, officer, employee or consultant of a state or local government agency, but does not include judges and court commissioners in the Judicial branch of government. "Public official" also does not include members of the Board of Governors and designated employees of the State Bar of California, members of the Judicial Council and members of the Commission on Judicial Performance, provided that they are subject to the provisions of Article 2.5 (commencing with section 6035) of Chapter 4 of Division 3 of the Business and Professions Code as provided in section 6038 of that Article. Government Code section 82048.

2. "Member" shall include, but not be limited to, salaried or unsalaried members of committees, boards or commissions with decision making authority.

A. A committee, board or commission possesses decision making authority whenever:

i. It may make a final governmental decision, or

ii. It may compel a governmental decision; or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto that may not be overridden; or

iii. It makes substantive recommendations that are, and over an extended period of time have been, regularly approved without significant amendment or modification by a public official or the City Council. 2 CCR section 18700.

B. A committee, board, or commission does not possess decision making authority of it is formed for the sole purpose of researching a topic and preparing a report of recommendation for submission to another governmental body that has final decision-making authority.

3. "Consultant" means an individual who, pursuant to a contract with a state or local government agency:

A. Makes a governmental decision whether to:

i. Approve a rate, rule or regulation;

ii. Adopt or enforce a law;

iii. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;

iv. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;

v. Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;

vi. Grant agency approval to a plan, design, report, study, or similar item;

vii. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

B. Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation section 18704 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code section 87302. 2 CCR section 18700.3.

4. "Designated Employee" means any official of the Agency whose position is so designated in the Appendix of the Agency's Conflict of Interest Code. The Appendix sets forth those positions which entail the making or participation in the making of decisions which may foreseeably have a material financial effect on any financial interest, but does not include any unsalaried member of any board or commission which serves a solely advisory function. Government Code section 82019.

5. "Making a Governmental Decision." A public official "makes a governmental decision," except as provided in 2 California Code of Regulations section 18704, when the official, acting within the authority of his or her office or position:

(a) Votes on a matter;

(b) Appoints a person;

(c) Obligates or commits his or her agency to any course of action;

(d) Enters into any contractual agreement on behalf of his or her agency;

(e) Determines not to act, within the meaning of subdivisions 1, 2, 3, 4, above, unless such determination is made because of his or her financial interest. When the determination not to act occurs because of the official's financial interest, the official's determination may be accompanied by an oral or written disclosure of the financial interest. 2 CCR section 18707

6. "Participating in the Making of Governmental Decisions": A public official "participates in making a governmental decision," except as provided in Title 2, Code of Regulations section 18704, when, acting within the authority of his or her position, the official:

(a) Negotiates, without significant substantive review, with a governmental entity or private person regarding a governmental decision referenced in Title 2, California Code of Regulations section 18700(c)(4); or

(b) Advises or makes recommendations to the decision maker either directly or without significant intervening substantive review, by:

(1) Conducting research or making any investigation which requires the exercise of judgment on the part of the official and the purpose of which is to influence a governmental decision referenced in Title 2, California Code of Regulations section 18704; or

(2) Preparing or presenting any report, analysis, or opinion, orally, or in writing, which requires the exercise of judgment on the part of the official and the purpose of which is to influence a governmental decision referenced in Title 2, California Code of Regulations section 18700(c)(4); 2 CCR section 18704

7. "Financial Interest": A public official has a financial interest in a decision within the meaning of Government Code section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:

(a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars ($2,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars ($2,000) or more.

(c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars ($500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars ($250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subsection shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Government Code section 89503.

For purposes of this section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse, and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater. Government Code § 87103; 2 CCR section 18700(c)(6).

8. "Material Financial Effect" means the financial effect of a governmental decision on a financial interest of a public official is material if, at the time the official makes or participates in making the decision, the decision will have a significant effect on the official or a member of the official's immediate family, or on the source of income, the source of gifts, the business entity, or the real property, which is an economic interest of the official. In determining whether it is reasonably foreseeable that the effects of a governmental decision will be significant, consideration should be given to the factors defined in Title 2 CCR sections 18702, 18702.1, 18702.2, 18702.3, 18702.4 and 18702.5. 2 CCR section 18702.

9. "Business Entity" means any organization or enterprise operated for profit, including but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association. Government Code section 82005.

10. "Act" means the Political Reform Act of 1974, Government Code section 81000, *et seq*.

RESOLUTION NO. 8628

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AMENDING ITS CONFLICT OF INTEREST CODE PURSUANT TO THE POLITICAL REFORM ACT OF 1974, AND RESCINDING RESOLUTION NO. 8372

WHEREAS, the Legislature of the State of California enacted the Political Reform Act of 1974, Government Code section 81000 *et seq*. (the "Act"), which contains provisions relating to conflicts of interest which potentially affect all officers, employees, and consultants of the City of Redlands (the "City"), and requires all public agencies to adopt and promulgate a Conflict of Interest Code; and

WHEREAS, the City adopted a Conflict of Interest Code pursuant to the Political Reform Act of 1974 by Resolution No. 3290 on October 5, 1976; and

WHEREAS, the City has amended its Conflict of Interest Code periodically as mandated by law and as deemed necessary by the City Council of the City (this "City Council"); and

WHEREAS, this City Council last amended its Conflict of Interest Code by Resolution No. 8372 on September 20, 2022; and

WHEREAS, this City Council wishes to update its Conflict of Interest Code to identify the current designated City employees and consultants that are subject to the Conflict of Interest Code; and

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands that the Conflict of Interest Code as set forth in Resolution No. 8372 is hereby rescinded in its entirety and replaced with the Conflict of Interest Code, attached as Exhibit "1," which is hereby adopted for the City of Redlands.

ADOPTED AND APPROVED this 17th day of September, 2024.

Eddie Tejeda, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution No. 8628 was duly adopted by the City Council at a regular meeting thereof, held on the 17th day of September, 2024.

AYES: Councilmembers Barich, Davis, Guzman-Lowery, Saucedo; Mayor Tejeda
NOES:
ABSENT:
ABSTAIN:

Jeanne Donaldson, City Clerk

EXHIBIT "1"

CITY OF REDLANDS

CONFLICT OF INTEREST CODE

Adopted: October 5, 1976
Last Amended: September 17, 2024

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CONFLICT OF INTEREST CODE

OF THE

CITY OF REDLANDS

A. Purpose/Incorporation by Reference.

1. Statement of Purpose. It is the purpose of this Code to provide for the disclosure of designated employee assets and income which may be materially affected by such employees' official actions, and, in appropriate circumstances, to provide that designated employees should be disqualified from acting in order that conflicts of interest may be avoided. Nothing contained herein is intended to modify or abridge the provisions of the Political Reform Act of 1974 (Government Code section 81000, *et seq.*) (the "Act").

2. Incorporation by Reference. The Act requires state and local government agencies to adopt and promulgate conflict of interest codes. The Fair Political Practices Commission has adopted regulations (2 Cal. Code of Regs., section 18730, *et seq.*) which contain the terms of a standard conflict of interest code, and which can be incorporated by reference in an agency's code. After public notice and hearing, the agency's conflict of interest code may be amended by the Fair Political Practices Commission to conform to amendments in the Political Reform Act. Therefore, the provisions of 2 California Code of Regulations section 18730, *et seq.*, and any amendments to them duly adopted by the Fair Political Practices Commission, are hereby incorporated by reference. These regulations, and the attached Appendix designating officials and employees and establishing disclosure categories, shall constitute the Conflict of Interest Code of the City of Redlands ("City").

3. Public Availability. Designated employees shall file their statements with the City, which will then make the statements available for public inspection and reproduction (Government Code section 81008). Statements for designated employees will be retained by the City.

B. Definition of Terms. This Conflict of Interest Code contains a number of key terms, such as "designated employee," "interests in real property within the jurisdiction," "investments in business entities," "income," and decisions "made" or "participated in" by a designated employee, which are defined in the Act and the regulations of the Fair Political Practices Commission (2 Cal. Code of Regs., section 18200, *et seq.*). These definitions and regulations, and any amendments to the Act or regulations, are incorporated by reference into this Conflict of Interest Code. Summaries of certain definitions are contained in the attached Addendum, which is provided for convenience of reference only, and are not a part of this Conflict of Interest Code. The definitions of key terms contained in the Act or the regulations are amended and changed from time to time. The summaries of definitions contained in the Addendum will be updated accordingly on a periodic basis.

C. Disclosure Statements.

1. Designated Employees. The persons holding positions listed in Exhibit "A" of the Appendix of this Conflict of Interest Code are "designated employees." It has been determined that these officers and employees make or participate in the making of decisions which may foreseeably have a material effect on financial interests.

2. Disclosure Requirements. Each designated employee shall file an annual statement disclosing interests in real property within the City's jurisdiction, investments in business entities, business positions held or received during the previous calendar year, and income or sources of income which might foreseeably be affected materially by the operations of the City. The City has determined that it is foreseeable that the types of investments, interests in real property, business positions held or received during the previous calendar year, and income, and sources of income listed in Exhibit "B" of the Appendix may be affected materially by decisions made or participated in by the designated employee by virtue of his or her position, and are reportable if held by the designated employee.

3. Statements of Economic Interests: Time of Filing Statements; Contents Thereof.

(a) Initial Statements. All designated employees employed on the effective date of this Conflict of Interest Code, as originally adopted, promulgated and approved by the City Council, shall file statements within thirty (30) days after the effective date of this Conflict of Interest Code. Thereafter, each person already in a position when it is designated by an amendment to this Conflict of Interest Code shall file an initial statement within thirty (30) days after the effective date of the amendment. Initial statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the twelve (12) months prior to the effective date of this Conflict of Interest Code.

(b) Assuming Office Statements. All new designated employees who are appointed, promoted or transferred to a designated position after the effective date of this Conflict of Interest Code shall file statements within thirty (30) days after assuming the designated position, disclosing any reportable income, investments, interests in real property and business positions held or received during the twelve (12) months prior to the date of assuming office.

(c) Annual Statements. Annual statements shall be filed by all designated employees on or before April 1 of each year, disclosing any reportable investments, interests in real property, income and business positions held or received in the period since the closing date of the employee's previously filed statement and December 31.

(d) Leaving Office Statements. Every designated employee who leaves office and does not assume another designated position for the City shall file a statement within thirty (30) days after leaving office disclosing any reportable investments, interests in real property, income

and business positions held or received during the period since the last previous statement was filed.

(e) Candidates' Statements. Candidates for election to City positions shall file a statement no later than the final date for filing Declarations of Candidacy, disclosing reportable investments and interests in real property held on the final date for filing Declarations of Candidacy. This subsection shall not apply to candidates who filed statements with the City within the previous twelve (12) months under subsections (a), (b) or (c) of this Section.

4. Statement for Persons who Resign 30 Days after Appointment. Persons who resign within thirty (30) days of initial appointment are not deemed to have assumed office or left office provided they did not make or participate in the making of, or use their position to influence any decision and did not receive or become entitled to receive any form of payment as a result of their appointment. Such persons shall not file either an assuming or leaving office statement.

5. Place of Filing Statements. All designated employees required to submit a statement of economic interests shall file the original with the City Clerk. The City Clerk shall make and retain a copy of all statements filed by members of and candidates for the City Council of the City of Redlands, the City Manager and City officials who manage public investments, and the City Attorney, and forward the original of each such statement to the Fair Political Practices Commission ("FPPC"). The City Clerk shall retain the originals of the statements of all other designated employees.

6. Forms for Statements. Forms for filing disclosure statements will be made available by the City Clerk, and will adhere to the forms prescribed by the FPPC.

D. Manner of Reporting. The designated employee shall report all economic interests as required under California Code of Regulations section 18730.

E. Disqualification. Designated employees must disqualify themselves as required pursuant to California Code of Regulations section 18730 (section 9).

F. Opinions of the Commission and Counsel.

1. Request for Opinion and Reliance. Any designated employee who is unsure of any duty, right, or privilege of participation in any matter under this Code or under the provisions of the Act may request a formal opinion or letter of advice from the FPPC, or an opinion from the City Attorney, provided that nothing in this Conflict of Interest Code requires the City Attorney to issue any formal or informal opinion.

2. Evidence of Good Faith. If an opinion or a letter of advice is rendered by the FPPC stating in full the facts and law upon which the opinion is based, compliance therewith by the designated employee is evidence of good faith in any criminal proceeding and is a presumption affecting the burden of proof of any civil proceeding brought under the Act or this Conflict of Interest Code. The designated employee's good faith compliance with such opinion shall also

constitute a complete defense to any disciplinary action brought by the authority under section 91000 et seq. of the Act or this Conflict of Interest Code.

G. Legislative or Judicial Amendments. All amendments or changes to the provisions of the Act, occurring as the result of legislative amendment or judicial decision, shall automatically and immediately be incorporated into this Conflict of Interest Code and this Conflict of Interest Code shall, without further action, thereupon be deemed amended and changed to reflect such legislative or judicial amendment or decision.

H. Force and Effect of Code. This Conflict of Interest Code has the force and effect of law. Designated employees violating any provision of this Conflict of Interest Code are subject to the administrative, criminal and civil sanctions provided by the Act.

EXHIBIT "A"

DESIGNATED POSITIONS

The Mayor, Members of the City Council, , the City Manager, and other City officials who manage public investments, and the City Attorney, are included in and governed by this Conflict of Interest Code only with respect to its disqualification provisions. For purpose of disclosure, the Mayor, members of the City Council, Planning Commissioners, the City Manager, City Attorney, City Treasurer, and the City officials who make public investments are governed by the statutory conflicts of interest provisions of Article 2 of Chapter 7 of the Political Reform Act of 1974 (Government Code section 87200, *et seq.*).

DESIGNATED EMPLOYEE'S TITLE OR FUNCTION	**DISCLOSURE CATEGORIES ASSIGNED**
CITY CLERK'S OFFCE	
City Clerk	All Disclosure Categories (1-7)
CITY MANAGER'S OFFICE	
Assistant City Manager	All Disclosure Categories (1-7)
Project Manager	Disclosure Categories (1,3,5,7)
Homeless Solutions Manager	All Disclosure Categories (1-7)
Grants Coordinator	Disclosure Categories (1,3,5,7)
Management Analyst	All Disclosure Categories (1-7)
Administrative Analyst	Disclosure Categories (1,3,5,7)
Public Information Officer	All Disclosure Categories (1-7)
Multimedia Production Officer	Disclosure Categories (1,3,5,7)
DEVELOPMENT SERVICES	
Development Services Director	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
Administrative Analyst	Disclosure Categories (1,3,5-7)
One Stop Permit Center Manager	All Disclosure Categories (1-7)
Asst/Assoc/Civil/Sr. Civil	Disclosure Categories (1,3,5-7)
Chief Building Official	All Disclosure Categories (1-7)
Sr. Plans Examiner	Disclosure Categories (1,3,5-7)
Economic Development Coordinator	All Disclosure Categories (1-7)
City Planner	All Disclosure Categories (1-7)
Principal Planner	Disclosure Categories (1,3,5-7)
Senior Planner	Disclosure Categories (1,3,5-7)
FIRE	
Fire Chief	All Disclosure Categories (1-7)
Fire Marshal	All Disclosure Categories (1-7)
Deputy Fire Chief	All Disclosure Categories (1-7)
Deputy Fire Marshal	All Disclosure Categories (1-7)
Battalion Chief	Disclosure Categories (1-3, 5-7)
EMS Coordinator	Disclosure Categories (1,3,5-7)
Management Analyst	All Disclosure Categories (1-7)
Emergency Operations Specialist	Disclosure Categories (1,3,5-7)

HUMAN RESOURCES/RISK	
Director, HR/Risk Management	All Disclosure Categories (1-7)
Assistant Director, HR/Risk Management	All Disclosure Categories (1-7)
HR/Risk Manager	All Disclosure Categories (1-7)
HR Analyst	Disclosure Categories (1,3,5-7)
Risk Management Specialist	Disclosure Categories (1,3,5-7)
Human Resource Specialist	Disclosure Categories (1,3,5-7)
LIBRARY	
Library Director	All Disclosure Categories (1-7)
Archivist Curator	All Disclosure Categories (1-7)
Principal Librarian	Disclosure Categories (1,3,5-7)
Systems Administrator	Disclosure Categories (1,3,5-7)
Management Analyst	All Disclosure Categories (1-7)
Senior Librarian	Disclosure Categories (1,3,5-7)
Special Collections Manager	Disclosure Categories (1,3,5-7)
Adult Literacy Coordinator	Disclosure Categories (1,3,5-7)
Technical Services Coordinator	Disclosure Categories (1,3,5-7)
MANAGEMENT SERVICES/FINANCE	
Director, Management Services/Finance	All Disclosure Categories (1-7)
IT Manager	All Disclosure Categories (1-7)
Procurement Manager	All Disclosure Categories (1-7)
Network Engineer	Disclosure Categories (1,3,5-7)
GIS Supervisor	All Disclosure Categories (1-7)
IT Systems Supervisor	All Disclosure Categories (1-7)
Database Administrator	Disclosure Categories (1,3,5-7)
IT Security Analyst	Disclosure Categories (1,3,5-7)
IT Systems Analyst	Disclosure Categories (1,3,5-7)
System Administrator	Disclosure Categories (1,3,5-7)
GIS Analyst	Disclosure Categories (1,3,5-7)
Network Specialist	Disclosure Categories (1,3,5-7)
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Revenue Manager	All Disclosure Categories (1-7)
Administrative Analyst	All Disclosure Categories (1-7)
Utilities Customer Service Supervisor	All Disclosure Categories (1-7)
Accountant	Disclosure Categories (1,3,5-7)
Payroll Coordinator	All Disclosure Categories (1-7)
MUNICIPAL UTILITIES & ENGINEERING	
Director of Municipal Utilities and Public Works Engineering/City Engineer	All Disclosure Categories (1-7)
City Engineer	All Disclosure Categories (1-7)
Asst/Assoc/Civil/Sr. Civil Engineer	Disclosure Categories (1,3,5-7)
Water Utility Manager	All Disclosure Categories (1-7)

Laboratory Manager	All Disclosure Categories (1-7)
Water Production/Maintenance Superintendent	All Disclosure Categories (1-7)
Water Distribution Superintendent	All Disclosure Categories (1-7)
Water Production Operations Supervisor	All Disclosure Categories (1-7)
Water Productions Maintenance Supervisor	All Disclosure Categories (1-7)
Water Distribution Supervisor	All Disclosure Categories (1-7)
Wastewater Utility Manager	All Disclosure Categories (1-7)
Wastewater Operations Supervisor	All Disclosure Categories (1-7)
Wastewater Collection System Supervisor	All Disclosure Categories (1-7)
POLICE	
Chief of Police	All Disclosure Categories (1-7)
Deputy Police Chief	All Disclosure Categories (1-7)
Police Commander	All Disclosure Categories (1-7)
Police Operations Manager	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
Police Operations Coordinator	Disclosure Categories (1,3,5-7)
Records Supervisor	All Disclosure Categories (1-7)
Support Services Supervisor	All Disclosure Categories (1-7)
FACILITIES AND COMMUNITY SERVICES	
Director, FCS	All Disclosure Categories (1-7)
Sr. Manager, FCS	All Disclosure Categories (1-7)
Manager, FCS	All Disclosure Categories (1-7)
Management Analyst	All Disclosure Categories (1-7)
Field Services Superintendent	All Disclosure Categories (1-7)
Field Services Project Supervisor	All Disclosure Categories (1-7)
Administrative Analyst	Disclosure Categories (1,3,5-7)
Airport Supervisor	All Disclosure Categories (1-7)
Solid Waste Manager	All Disclosure Categories (1-7)
Solid Waste Supervisor	All Disclosure Categories (1-7)
Solid Waste Route Coordinator	Disclosure Categories (1,3,5-7)
Recycling Coordinator	Disclosure Categories (1,3,5-7)
Fleet Services Supervisor	Disclosure Categories (1,3,5-7)
Cemetery Manager	All Disclosure Categories (1-7)
Animal Control Supervisor	All Disclosure Categories (1-7)
Recreation Supervisor	All Disclosure Categories (1-7)
COMMISSIONS	
Historic and Scenic Preservation Commissioners	Disclosure Categories (1,2,3,7)
Library Board of Trustees	All Disclosure Categories (1-7)
Consultants *	

* Consultants, who provide services under contract to fill one of the above-referenced designated positions, shall be included in the list of designated employees and shall disclose pursuant to the broadest disclosure category in this Code subject to the following limitation: The City Manager may determine in writing that a particular consultant, although a "designated position," is hired to perform a range of duties that are limited in scope and thus is not required to fully comply with the disclosure requirements described in this section. Such written determination shall include a

description of the consultant's duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager's determination is a public record and shall be retained for public inspection in the same manner and location as this Conflict of Interest Code.

EXHIBIT "B"

DISCLOSURE CATEGORIES

The disclosure categories listed below identify the types of investments, business entities, sources of income, or real property, which the designated employee must disclose for each disclosure category for each disclosure category to which he or she is assigned.

Category 1: All investments and business positions in, and sources of income from, business entities that do business or own real property within the jurisdiction of the City, plan to do business or own real property within the jurisdiction of the City within the next year, or have done business or owned real property within the jurisdiction of the City within the past two (2) years.

Category 2: All interests in real property which is located in whole or in part within, or not more than two (2) miles outside, the jurisdiction of the City.

Category 3: All investments and business positions in, and sources of income from, business entities that are engaged in land development, construction, or the acquisition or sale of real property within the jurisdiction of the City, plan to engage in such activities within the jurisdiction of the City within the next year, or have engaged in such activities within the jurisdiction of the City within the past two (2) years.

Category 4: All investments and business positions in, and sources of income from, business entities that are banking, savings and loan, or other financial institutions.

Category 5: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the City.

Category 6: All investments and business positions in, and sources of income from, business entities that provide services, supplies, materials, machinery, vehicles or equipment of a type purchased or leased by the Designated Employee's Department.

Category 7: All investments and business positions in, and sources of income from, business entities subject to the regulatory, permit, or licensing authority of the Designated Employee's Department, will be subject to such authority within the next year, or have been subject to such authority within the past two (2) years.

ADDENDUM

REFERENCE DEFINITIONS

FOR THE

CONFLICT OF INTEREST CODE

OF THE

THE CITY OF REDLANDS

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DEFINITIONS

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5. "Making Governmental Decisions" .....Addendum – 13
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7. "Financial Interest" .....Addendum – 14
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11. "Act" .....Addendum – 15

DEFINITIONS

1. "Public Official" means every member, officer, employee or consultant of a state or local government agency, but does not include judges and court commissioners in the Judicial branch of government. "Public official" also does not include members of the Board of Governors and designated employees of the State Bar of California, members of the Judicial Council and members of the Commission on Judicial Performance, provided that they are subject to the provisions of Article 2.5 (commencing with section 6035) of Chapter 4 of Division 3 of the Business and Professions Code as provided in section 6038 of that Article. Government Code section 82048.

2. "Member" shall include, but not be limited to, salaried or unsalaried members of committees, boards or commissions with decision making authority.

A. A committee, board or commission possesses decision making authority whenever:

i. It may make a final governmental decision, or

ii. It may compel a governmental decision; or it may prevent a governmental decision either by reason of an exclusive power to initiate the decision or by reason of a veto that may not be overridden; or

iii. It makes substantive recommendations that are, and over an extended period of time have been, regularly approved without significant amendment or modification by a public official or the City Council. 2 CCR section 18700.

B. A committee, board, or commission does not possess decision making authority of it is formed for the sole purpose of researching a topic and preparing a report of recommendation for submission to another governmental body that has final decision-making authority.

3. "Consultant" means an individual who, pursuant to a contract with a state or local government agency:

A. Makes a governmental decision whether to:

i. Approve a rate, rule or regulation;

ii. Adopt or enforce a law;

iii. Issue, deny, suspend, or revoke any permit, license, application, certificate, approval, order, or similar authorization or entitlement;

iv. Authorize the agency to enter into, modify, or renew a contract provided it is the type of contract that requires agency approval;

v. Grant agency approval to a contract that requires agency approval and to which the agency is a party, or to the specifications for such a contract;

vi. Grant agency approval to a plan, design, report, study, or similar item;

vii. Adopt, or grant agency approval of, policies, standards, or guidelines for the agency, or for any subdivision thereof; or

B. Serves in a staff capacity with the agency and in that capacity participates in making a governmental decision as defined in Regulation section 18704 or performs the same or substantially all the same duties for the agency that would otherwise be performed by an individual holding a position specified in the agency's Conflict of Interest Code under Government Code section 87302. 2 CCR section 18700.3.

4. "Designated Employee" means any official of the Agency whose position is so designated in the Appendix of the Agency's Conflict of Interest Code. The Appendix sets forth those positions which entail the making or participation in the making of decisions which may foreseeably have a material financial effect on any financial interest, but does not include any unsalaried member of any board or commission which serves a solely advisory function. Government Code section 82019.

5. "Making a Governmental Decision." A public official "makes a governmental decision," except as provided in 2 California Code of Regulations section 18704, when the official, acting within the authority of his or her office or position:

(1) Votes on a matter;

(2) Appoints a person;

(3) Obligates or commits his or her agency to any course of action;

(4) Enters into any contractual agreement on behalf of his or her agency;

(5) Determines not to act, within the meaning of subdivisions 1, 2, 3, 4, above, unless such determination is made because of his or her financial interest. When the determination not to act occurs because of the official's financial interest, the official's determination may be accompanied by an oral or written disclosure of the financial interest. 2 CCR section 18707

6. "Participating in the Making of Governmental Decisions": A public official "participates in making a governmental decision," except as provided in Title 2, Code of Regulations section 18704, when, acting within the authority of his or her position, the official:

(a) Negotiates, without significant substantive review, with a governmental entity or private person regarding a governmental decision referenced in Title 2, California Code of Regulations section 18700(c)(4); or

(b) Advises or makes recommendations to the decision maker either directly or without significant intervening substantive review, by:

(1) Conducting research or making any investigation which requires the exercise of judgment on the part of the official and the purpose of which is to influence a governmental decision referenced in Title 2, California Code of Regulations section 18704; or

(2) Preparing or presenting any report, analysis, or opinion, orally, or in writing, which requires the exercise of judgment on the part of the official and the purpose of which is to influence a governmental decision referenced in Title 2, California Code of Regulations section 18700(c)(4); 2 CCR section 18704

7. "Financial Interest": A public official has a financial interest in a decision within the meaning of Government Code section 87100 if it is reasonably foreseeable that the decision will have a material financial effect, distinguishable from its effect on the public generally, on the official, a member of his or her immediate family, or on any of the following:

(a) Any business entity in which the public official has a direct or indirect investment worth two thousand dollars ($2,000) or more.

(b) Any real property in which the public official has a direct or indirect interest worth two thousand dollars ($2,000) or more.

(c) Any source of income, except gifts or loans by a commercial lending institution made in the regular course of business on terms available to the public without regard to official status, aggregating five hundred dollars ($500) or more in value provided or promised to, received by, the public official within 12 months prior to the time when the decision is made.

(d) Any business entity in which the public official is a director, officer, partner, trustee, employee, or holds any position of management.

(e) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating two hundred fifty dollars ($250) or more in value provided to, received by, or promised to the public official within 12 months prior to the time when the decision is made. The amount of the value of gifts specified by this subsection shall be adjusted biennially by the commission to equal the same amount determined by the commission pursuant to subdivision (f) of Government Code section 89503.

For purposes of this section, indirect investment or interest means any investment or interest owned by the spouse or dependent child of a public official, by an agent on behalf of a public official, or by a business entity or trust in which the official, the official's agents, spouse,

and dependent children own directly, indirectly, or beneficially a 10-percent interest or greater. Government Code § 87103; 2 CCR section 18700(c)(6).

8. "Material Financial Effect" means the financial effect of a governmental decision on a financial interest of a public official is material if, at the time the official makes or participates in making the decision, the decision will have a significant effect on the official or a member of the official's immediate family, or on the source of income, the source of gifts, the business entity, or the real property, which is an economic interest of the official. In determining whether it is reasonably foreseeable that the effects of a governmental decision will be significant, consideration should be given to the factors defined in Title 2 CCR sections 18702, 18702.1, 18702.2, 18702.3, 18702.4 and 18702.5. 2 CCR section 18702.

9. "Business Entity" means any organization or enterprise operated for profit, including but not limited to a proprietorship, partnership, firm, business trust, joint venture, syndicate, corporation or association. Government Code section 82005.

10. "Act" means the Political Reform Act of 1974, Government Code section 81000, *et seq.*

City Council **AGENDA ITEM NO. I11.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a purchase order with Evantec Corporation in the amount of $83,000 for joint utility laboratory supplies and determine that this action is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Heredia)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council determine that the approval of a purchase order with Evantec Corporation is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act; and

2. I move that the City Council approve a purchase order with Evantec Corporation in the amount of $83,000.

RECOMMENDATION:

Staff recommends that the City Council approve an $83,000 purchase order with Evantec Corporation (Evantec) and determine that the approval is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

DISCUSSION:

On February 13, 2024, the Municipal Utilities and Engineering Department (MUED) issued a bid notice for consumables used by the Joint Utility Laboratory (JUL), allowing the purchase of various supplies from different manufacturers. The solicitation also included an option to extend the purchase order for two (2) additional years. On March 7, 2024, the City Clerk's Office received one (1) bid from Evantec. On June 18, 2024, the City Council approved several FY 2024/25 annual purchase orders and contracts, including a purchase order for JUL supplies provided by Evantec. The Evantec purchase order was not extended for FY 2025/26. The proposed FY 2026/27 purchase order represents the final extension available under the original solicitation.

Staff is requesting City Council approval of an $83,000 purchase order with Evantec for FY 2026/27 contained in the original bid solicitation and at the original bid pricing.

Approval of this purchase order is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act because it can be seen with certainty that it will not have a significant effect on the environment.

ALTERNATIVES:

City Council may deny staff's recommendation and provide an alternate direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Monica Heredia, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager
James Garland, Finance Director

PREPARED BY:
Joseph Hamburger, Wastewater Utility Manager

FISCAL IMPACT

Fiscal Year: FY 2026/27

Budgeted Y/N: Yes

Account No.: 501900/521900

Additional Appropriation Required: No

Discussion:

Sufficient funds are available in the FY 2026/27 Water/Wastewater Service budget for this expenditure.

Attachments

CITY OF REDLANDS
MUNICIPAL UTILITIES AND ENGINEERING DEPARTMENT
BID ANALYSIS

BID NO. **20240213-01JP** BID DATE: 03/07/2024
ANNUAL P.O. **Joint Utility Laboratory Consumables, Replacement Parts, Supplies, & Related Items** FISCAL YEAR: 2024-2025

Item No.	Item	Manufacturer	Package Amount	EST. Quantity	EVANTEC CORP	
					Unit Price	Extended Price
TABLE A - BRAND SPECIFIC ITEMS						
1	Environmental Express K1250 5 ml Vial with Filtering Cap for Dion ex® AS- 40 or AS-DV Autosamplers; 250/PK	Environmental Express	250/PK	10	$126.00	$1,260
2	Sodium Persulfate (White Crystalline Solid/Certified), Fisher Chem ical ™ 500g	Fisher Scientific	500g	15	$290.00	$4,350
3	Microflex Diamond Grip'M Powder Free Latex Exam Gloves, Small 100/BOX	Microflex	100/BOX	100	$18.00	$1,800.00
4	Microflex'M Diamond Grip'M Powder Free Latex Exam Gloves Medium	Microflex	100/BOX	20	$18.00	$360.00
5	Microflex'M Diamond Grip'M Powder Free Latex Exam Gloves Large	Microflex	100/BOX	10	$18.00	$180.00
6	Microflex'M Diamond Grip'M Powder Free Latex Exam Gloves X-Large	Microflex	100/BOX	100	$18.00	$1,800.00
7	Ammonia ISA (Ionic Strength Adjustor) Buffer	Ricca	1L	25	$110.00	$2,750.00
8	0.22pum filter, 13mm nonsterile Syringe filters-PES membrane	GVS	500/BOX	10	$495.00	$4,950.00
9	0.22pum filter, 25mm nonsterile Syringe filters-PES membrane	GVS	500/BOX	2	$525.00	$1,050.00
10	Miele, Inc. Neodisher Z Neutralizer 5L	Miele	5L	10	$255.00	$2,550.00
11	Miele, Inc. ProCare Universal 61 Regeneration of the Intergrated water softener.	Miele	3 x 2kg/box	20	$89.00	$1,780.00
12	Miele, Inc. Neodisher Laboclean UW 10KG (powdered soap)	Miele	10kg/container	6	$365.00	$2,190.00
13	Contrad 70 (Decon'M 1003) SL/Bottles	Decon Lab	4 bottles/Case	3	$395.00	$1,185.00
14	lOmL Luer-Lok BD Disposable Syringes (non-sterile) (No Needle	Becton Dickinson	200/BOX	15	$245.00	$3,675.00
15	3mL Luer-Lok BD Disposable Syringes (non-sterile)	Becton Dickinson	200/BOX	30	$37.00	$1,110.00
			TOTAL SUM BID TABLE A (1 THRU 15)		**$3,004.00**	**$30,990.00**

Item No.	Item	Manufacturer	Package Amount	EST. Quantity	EVANTEC CORP	
					Unit Price	Extended Price

TABLE B - Non-Brand Specific Items (Please include the manufacturer and package amount in the bidding table.) - NO EST. QTY as it will depend on the package amount listed by the bidder.

1	10Ml Sterile Polysteyrene Disposable Pipets with Magnifier Strips	Celltreat	200/Case	1	$101.00	$101.00

Item No.	Item	Manufacturer	Package Amount	EST. Quantity	EVANTEC CORP	
					Unit Price	Extended Price
2	10 X 75mm Test Tubes (Inverted Tubes)	Kimble	100/Case	1	$185.00	$185.00
3	100 ml Pyrex™ Class A Volumentric Flasks without Stoppers	Corning	12/Case	1	$498.00	$498.00
4	20 X 150mm Disposable Borosilicate Glass Tubes with Threaded Ends (Screw Cap)	Fisher Brand	500/Case	1	$465.00	$465.00
5	50 ml Class A Glass Cylinder - All Glass	Corning	18/Case	1	$478.00	$478.00
6	100 ml Class A Glass Cylinder - All Glass	Corning	12/Case	1	$392.00	$392.00
					TOTAL SUM BID TABLE A (1 THRU 6)	$2,119.00
TABLE C - TOTAL BID PRICE						
					TOTAL BID PRICE (Table A Subtotal of Extended Price + Tabel B Subtotal of Price Per Unit)	$33,109.00

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7527 x4937

Monica Heredia
Director

September 02, 2026

Evantec Corporation
3857 Birch Street, Suite 150
Newport Beach, CA 92660

RE: Notice to Extend Annual Purchase Order Term
Joint Utilities Laboratory Consumable & Supplies

To Whom It May Concern:

You are hereby notified that the City of Redlands wishes to extend the term of the annual Purchase Order No. 22650594.

You are required to return the Notice of Acknowledgement, evidence of current City business license, COI and W9, within **twenty (20)** calendar days from the date of this Notice. Submit by USPS or via email to swhite@cityofredlands.org. The due date is **September 22, 2026**.

Upon your return of the Notice of Acknowledgement, the Municipal Utilities and Engineering Department will process the document, and a new purchase order will be issued. The new term will be ***July 1, 2026 to June 30, 2027.***

If you do not return said Acknowledgement and required documentation within the **twenty (20)** calendar days from the date of this Notice, the City will rebid the commodity.

If you have any questions, you may contact me (909) 798-7527 ext. 4937

Thank you,

Sara White
Sr. Administrative Assistant
swhite@cityofredlands.org

City of
REDLANDS
Incorporated 1888
Municipal Utilities & Engineering Department
35 Cajon Street, Suite 15A
Redlands, CA 92373
909-798-7527

Monica Heredia
Director

Evantec Corporation
3857 Birch Street, Suite 150
Newport Beach, CA 92660

NOTICE OF ACKNOWLEDGMENT

RE: Notice to Extend Annual Purchase Order Term
On-Call Engineering and Support Services

This is an extension of Purchase Order #. Receipt of the above Notice of Acknowledgement is hereby accepted by ANN NELSON / EVANTEC SCIENTIFIC this, 2ND day of SEPTEMBER, 2026.

By: Ann L. Nelson
(Signature)

ANN L. NELSON
(Print Name)

CFO
(Title)

REQUEST FOR BIDS

Joint Utilities Laboratory Consumables and Supplies

BID # 20240213-01JP

Issued By:

City of Redlands
Municipal Utilities and Engineering Department
Jungjoon Park, Laboratory Manager
Phone (909)798-7506 ext. 4178
jpark@cityofredlands.org

Date of Issue:
Tuesday, February 13, 2024

Due Date / Time:
Thursday, March 07, 2024 @ 10:00am

Responses received and opened at
Office of the City Clerk, City of Redlands,
35 Cajon Street, Suite 4, Redlands, CA 92373

CALENDAR OF EVENTS

Listed below are the important dates and times by which the actions noted must be completed. All dates are subject to change by the Purchasing Manager. If the Purchasing Division finds it necessary to change any of these dates or times prior to the bid due date, the change will be accomplished by addendum.

ACTION	COMPLETION DATE
Issue RFB	Tuesday, February 13, 2024 @ 10:00 am
Pre-Bid Conference	N/A
Last Day for Questions	Tuesday, February 20, 2024 @ 12:00pm
Publish Response to Questions	Thursday, February 22, 2024 @ 4:00pm
Bids Due	Thursday, March 07, 2024 @ 10:00am
Bid Opening Date	Thursday, March 07, 2024 @ 10:00am
City Council Approval	TBD

PART 1
INTENT AND GENERAL INFORMATION

BACKGROUND

The City of Redlands Municipal Utilities and Engineering Department is soliciting bids for:
Joint Utilities Laboratory Consumables and Supplies.

The successful bidder will be issued an annual purchase order ("contract") for fiscal year 2024/2025 (July 1, 2024 – June 30, 2025) with optional extensions.

REQUEST FOR BID

The City of Redlands is currently using PlanetBids, a web-based bid management service to manage requests for bids. PlanetBids does not charge a fee to access and view current project "Request for Bids", however, PlanetBids require potential contractors, subcontractors, vendors, and suppliers to provide contact information in order to download files, receive addendum notifications and receive automatic updates or revisions to projects. PlanetBids can be accessed through the City of Redlands website at http://cityofredlands.org/purchasing.

Bidders shall take careful notice of the following conditions of this Request for Bid:

- Bids submitted by FAX or email will not be accepted under any circumstances**.** Late bids will not be accepted, and will be returned, unopened, to the proposer, at the bidder expense.

- Bids and modifications received after the time set for the bid opening will not be considered.

- Bids may not be withdrawn after they have been publicly opened, unless approved by City Staff.

- City of Redlands reserves the right to reject any and/or all bids, reserves the right to waive any informalities or irregularities in the bid or examination process, reserves the right to select low bidder per item, and reserves the right to award bids and/or contracts in the best interest of the City.

- All inquiry, questions or request for interpretation received by date and time noted on page 2 will be considered. Questions must be posted online at eProcurement system at www.cityofredlands.org/purchasing. Questions will not be answered over the phone or by email. Answers will be posted at the City website, eProcurement system www.cityofredlands.org/purchasing.

SUBMISSION OF FORMAL BIDS

Formal bids and changes thereto shall be enclosed in sealed envelopes, properly addressed and to include the date and time of the bid opening and the material or services bid on shall be typed or written on the face of the envelope. Two complete bid packages **(1 original plus 1 copy)** with all required documents as itemized must be submitted in a single sealed envelope.

The outside of the bid package shall be prominently marked with the following identification:

Bid Title:	**Joint Utilities Laboratory Consumables and Supplies.**
Bid Number:	**20240213-01JP**
Bid Due Date:	Thursday, March 07th, 2024 @ 10:00 am
Bidder's Name:	
Bidder's Address:	

BIDDERS RESPONSIBILITY

Bidders are fully and completely responsible for the labeling, identification and delivery of their bids. The City will not be responsible for any mislabeled or misdirected submissions, nor those handled by delivery persons, couriers, or the US Postal Service.

- Submissions shipped by express delivery, or in overnight or courier envelopes, boxes, or packages must be prominently marked on the outside of such envelopes, boxes or packages with the sealed bid identification.
- Any envelopes, boxes, or packages which are not properly labeled, identified, and prominently marked with the sealed bid identification, may be inadvertently opened upon receipt, thereby invalidating such bids and excluded from the official bid opening process.
- Bids that are incomplete, unbalanced, conditional, obscure, or which contain additions not called for, alterations, or irregularities of any kind, or which do not comply with these documents may be rejected at the option of the City.
- Deadline for Submissions in response to this Request for Bid: Bids must be received no later than Thursday, March 07th, 2024 @ 10:00 am.

The RFB should be neat, professional in appearance and bound appropriately for the document's thickness. The original document shall have original signatures and clearly noted with *ORIGINAL* on the cover. All bids shall be mailed or hand delivered to office of the City Clerk at the address given, by the date and time set forth herein.

Bids can be mailed to:
City of Redlands
Office of the City Clerk
PO Box 3005
Redlands, CA 92373

Bids can be hand-delivered to:
City of Redlands
Office of the City Clerk
35 Cajon Street, Suite 4
Redlands, CA 92373

BID DOCUMENTS REQUIRED

Bidders are required to use the official "BID FORMS", and all attachments itemized herein are to be submitted as a single document. The following documents *must* be complete and all forms should be in the following arrangement for each submission:

- **Cover Page** This is to be used as the first page of the submission (page **7**) of the bid package. This form must be fully completed and signed by an authorized officer of the firm.

- **Bidder Certification / Addenda Acknowledgement or No-Proposal Form**

- **Executive Summary** Bidder must identity the Account Manager who will be working directly with the City and engaged in managing the deliver/work/product. Identify responsibilities of key individuals, other than the Account Manager, who will be assigned to the proposed contract, and who will have major responsibilities delivery/work/product required. This section should not exceed 1 page.

- **Firm Experience and References** At a minimum, a bidder should have been in business as a provider for a minimum of **five** (5) years. The Bid shall include at least **three (3) references** from past or current government entity clients for similar types of services, with at **minimum one (1)** reference being similar-type governmental agencies. Include title and brief description of each project with the following information:

  - Client (contact person, address, telephone #, fax # and email)
  - Date contract started to date completed (if applicable)
  - Nature of work for each contract (include all applicable work processes)

  NOTE: All entries in the entire BID PROPOSAL must be made clearly and in ink. Mistakes shall be lined through and the correct amount written above and initialed by the authorized agent of the Bidder.

- **Price and Fee Bid** Price and Fee Bid sheets are located in part four (4).

- **Business License** The successful Bidder will be required to obtain a City of Redlands business license. See page 25 for instructions on how to apply.

- **IRS W-9 Form** The form is required to be on file with the City prior to setting up annual purchase order.

- **Terms and Conditions** By submitting a bid, vendors acknowledge the "Terms and Conditions of Request for Bid" page 18-24.

- No additional terms and conditions included with the bid response shall be evaluated or considered and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this bid. If submitted either purposefully through intent or design or inadvertently appearing separately in transmitting letters, specifications, literature, price lists or warranties, it is understood and agreed the general and special conditions in this solicitation are the only conditions applicable to this bid and the Bidder's authorized signature affixed to the bid attests to this.

- **Conformity**
  All Bidders must conform to these specifications and the products they furnish shall be of first-class quality and the equipment used to provide said product shall be the best obtainable in the various trades.

- **Payments**
  Payments shall be made 30 days from the receipt of invoice, and follow all City policies promulgated thereby.

- **Period of Pricing**
  Unless otherwise stated in the bid package, the price quoted/proposed shall remain in effect for fiscal 2024/2025 (July 1, 2024 – June 30, 2025) with optional extensions.

- **Price/Cost**
  All charges **should** be included on the Official Price and Fee Sheet(s) which includes all associated costs (including but not limited to delivery, freight, etc.). In the event of an addition error, unit price shall prevail. All prices must be typewritten or written in ink. No erasures are permitted.

- **Tax and Discounts**
  Do not include sales taxes in the bid price. Discounts should be deducted from the unit price and the net price should be shown in the bid.

ORIGINAL

PART 2
REQUEST FOR BID #20240213-01JP
Joint Utilities Laboratory Consumables and Supplies

BID DOCUMENTS COVER PAGE	
Name of Firm, Entity or Organization:	EVANTEC CORPORATION
Federal Employer Identification Number (EIN):	[redacted]
State of California License Number (if applicable):	
Name of Contact person:	ANN NELSON
Title:	C.E.O.
Email address:	anelson@evantec.com
Mailing Address:	3857 BIRCH ST. #150, NEWPORT BEACH, CA 92660
Street Address (if different):	6120 VALLEY VIEW ST.
City, State, Zip:	BUENA PARK, CA 90620
Telephone: (714) 521-2003 Fax: (949) 317-2584	
Organization: (check one) Corporation: ☑ Proprietorship: ☐ Other: ☐ Partnership: ☐ Joint Venture: ☐	
If Corporation: Date of Incorporation:	3/3/1998
State of Incorporation:	CALIFORNIA
States Registered in as Foreign Corporation:	N/A
Authorized Signature:	
Print Name:	ANN NELSON
Signature:	Ann R. Nelson
Title:	C.E.O.
Phone:	(714) 521-2003

This document must be completed and returned with your submittal.

BIDDER CERTIFICATION	
Joint Utilities Laboratory Consumables and Supplies	
Submit To: City of Redlands	
Office of the City Clerk 35 Cajon Street, Suite 4 Redlands, CA 92373	**City of Redlands** **Request for Bid (RFB Certification** **And Addenda Acknowledgment**

DUE DATE:	DUE TIME:	REQUEST FOR BID
Thursday March 07th, 2024	10:00am	#20240213-01JP

BIDDER NAME:	PHONE NUMBER:
EVANTEC CORPORATION	(714) 521-2003
BIDDER MAILING ADDRESS:	**FAX NUMBER:**
3857 BIRCH ST. #150	(949) 317-2584
CITY/STATE/ZIP	**E-MAIL ADDRESS:**
NEWPORT BEACH, CA 92660	anelson@evantec.com

"I, the undersigned, certify that I have reviewed the addenda listed below (list all addenda received to date). I understand that timely commencement will be considered in award of this REQUEST FOR BID and that cancellation of award will be considered if commencement time is not met, and that untimely commencement may be cause for assessment of liquidated damages claims. I further certify that the services will meet or exceed the REQUEST FOR BID requirements. I, the undersigned, declare that I have carefully examined the REQUEST FOR BID, specifications, terms and conditions as applicable for this Request, and that I am thoroughly familiar with all provisions and the quality and type of coverage and services specified. I further declare that I have not divulged, discussed, or compared this REQUEST FOR BID with any other Offer or and have not colluded with any offertory or parties to a REQUEST FOR BID whatsoever for any fraudulent purpose."

Addendum #	Addendum #	Addendum #	Addendum #	Addendum #

"I certify that this quote is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting an REQUEST FOR BID for the same material, supplies, equipment or services and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this REQUEST FOR BID and certify that I am authorized to sign this response and that the offer is in compliance with all requirements of the REQUEST FOR BID, including but not limited to certification requirements. In conducting offers with an agency for the City of Redlands respondent agrees that if this bid is accepted, the respondent will convey, sell, assign, or transfer to the City all rights, title and interest in and to all causes of action it may now or hereafter acquire under the anti-trust laws of the United States for price fixing relating to the particular commodities or services purchased or acquired by the City. At the City's discretion, such assignment shall be made and become effective at the time the purchasing agency renders final payment to the respondent."

ANN NELSON, C.E.O.	Ann R. Nelson	2/19/24
Authorized Bidder Name, Title (Print)	Authorized Signature	Date

This form must be completed and returned with your Submittal

FIRM INFORMATION/ORGANIZATION	
CONTRACT MANAGEMENT CONTACT INFORMATION	
SHOP OWNER OR MANAGER	
NAME	ANN NELSON
TITLE	C.E.O.
OFFICE PHONE	(714) 521-2003
CELL	[redacted]
FAX	(949) 317-2584
HOURS AVAILABLE	9:00Am - 5:00 PM
CONTRACT MANAGER	
NAME	KEVIN LEWIS
TITLE	OPERATIONS MANAGER
OFFICE PHONE	(714) 521-2003
CELL	[redacted]
FAX	(949) 317-2584
HOURS AVAILABLE	9:00 Am - 5:00 PM
ALTERNATE CONTACT	
NAME	MARYANNE LEWIS
TITLE	PURCHASING SPECIALIST
OFFICE PHONE	(714) 521-2003
CELL	[redacted]
FAX	(949) 317-2584
HOURS AVAILABLE	9:00 AM - 5:00 PM
EMERGENCY CONTACT/ AFTER HOURS CONTACT	
NAME	KEVIN LEWIS
TITLE	OPERATIONS MANAGER
OFFICE PHONE	(714) 521-2003
CELL	
FAX	(949) 317-2584
HOURS AVAILABLE	9:00 AM - 5:00 PM

evantec scientific

Certified WBENC Women's Business Enterprise

SBA U.S. Small Business Administration

Customer References:

City of San Clemente
100 Avenida Presidio
San Clemente, CA 92672

Contact: Erin Williams – williamse@san.clemente.org
(949)366-1553

City of Ventura
1400 Spinnaker Drive
Ventura, CA 93001

Contact: Shelli St. Clair – sstclair@cityofventura.ca.gov
(805)677-4130

County of San Luis Obispo
Water Quality Lab
1355 Kansas Ave., Suite C
San Luis Obispo, CA 93405

Contact: Vicki Vogel – vvogel@co.slo.ca.us
(805)781-5111

PART 4
PRICE AND FEE BID
BID # 20240213-01JP
WATER & WASTEWATER TREATMENT PLANT SUPPLIES

Bidder must bid on all items. Award will be made to the lowest responsive and responsible bidder.
Quantities are estimates only for bid evaluation and will be ordered on a need-by-net basis.
If an item has a brand name on it, you must bid specifically on items of that brand.
Please include the manufacturer and amount for items that are not brand specific items.

TABLE A – Brand Specific Items

Item	Manufacturer	Package Amount	EST. QTY	Unit Price	*Extended Price (EST. QTY X Unit Price)
Environmental Express K1250 5 mL Vial with Filtering Cap for Dionex® AS-40 or AS-DV Autosamplers; 250/PK	Environmental Express	250/PK	10	$ 126.00	$ 1,260.00
Sodium Persulfate (White Crystalline Solid/Certified), Fisher Chemical™ 500g	Fisher Scientific	500g	15	$ 290.00	$ 4,350.00

Microflex™ Diamond Grip™ Powder Free Latex Exam Gloves, Small 100/BOX	Microflex	100/BOX	100	$ 18.00	$ 1,800.00
Microflex™ Diamond Grip™ Powder Free Latex Exam Gloves, Medium	Microflex	100/BOX	20	$ 18.00	$ 360.00
Microflex™ Diamond Grip™ Powder Free Latex Exam Gloves, Large	Microflex	100/BOX	10	$ 18.00	$ 180.00
Microflex™ Diamond Grip™ Powder Free Latex Exam Gloves, X-Large	Microflex	100/BOX	100	$ 18.00	$ 1,800.00
Ammonia ISA (Ionic Strength Adjustor) Buffer	Ricca	1L	25	$ 110.00	$ 2,750.00
0.22µm filter, 13mm, nonsterile Syringe filters- PES membrane	GVS	500/Box	10	$ 495.00	$ 4,950.00
0.22µm filter, 25mm, nonsterile Syringe filters- PES membrane	GVS	500/Box	2	$ 525.00	$ 1,050.00
Miele, Inc. Neodisher Z Neutralizer 5L	Miele	5L	10	$ 255.00	$ 2,550.00

Miele, Inc. ProCare Universal 61 Regeneration of the integrated water softener.	Miele	3 x 2kg/box	20	$ 89.00	$ 1,780.00
Miele, Inc. Neodisher Laboclean UW 10KG (powdered soap)	Miele	10kg/container	6	$ 365.00	$ 2,190.00
Contrad 70 (Decon™ 1009) 5L/Bottles	Decon Lab	4 bottles/Case	3	$ 395.00	$ 1,185.00
10mL Luer-Lok BD Disposable Syringes (non-sterile) (No Needle	Becton Dickinson	200/box	15	$ 245.00	$ 3,675.00
3mL Luer-Lok BD Disposable Syringes (non-sterile)	Becton Dickinson	200/box	30	$ 37.00	$ 1,110.00
Brand Specific Item		SUBTOTAL – Table A		$ 8,004.00	$ 30,990.00

Alternate - 10mL Control Syringe w/ Luer-Lok Tip, 100/case
Sterile

TABLE B – Non-Brand Specific Items (Please include the manufacturer and package amount in the bidding table.) – NO EST. QTY as it will depend on the package amount listed by the bidder.

Item	Manufacturer	Package Amount	Package Price	* Price per Unit (Package Price / Package Amount)
10mL Sterile Polystyrene Disposable Pipets with Magnifier Strips	Celltreat	200/case	$ 101.00	$ 101.00
10 X 75mm Test Tubes (Inverted Tubes)	Kimble	100/case	$ 185.00	$ 185.00
100 mL Pyrex™ Class A Volumentric Flasks without Stoppers	Corning	12/case	$ 498.00	$ 498.00
20 X 150mm Disposable Borosilicate Glass Tubes with Threaded Ends (Screw Cap)	Fisherbrand	500/case	$ 465.00	$ 465.00
50 ml Class A Glass Cylinder - All Glass	Corning	18/case	$ 478.00	$ 478.00
100 ml Class A Glass Cylinder - All Glass	Corning	12/case	$ 392.00	$ 392.00
Non-Brand Specific Items		Subtotal of Price Per Unit – Table B		$ 2,119.00

TABLE C -- Total Bid Price

TOTAL BID PRICE (Table A Subtotal of Extended Price + Table B Subtotal of Price Per Unit)	$ 33,109.00

For any item(s) that is not listed in the bid table, City is willing to pay an amount equal to the manufacturer's current published list price plus a nominal markup up to 10%.

CONTRACT TERM (Please Complete)

The City may [X] or may not [ ] exercise its option to renew this agreement as stipulated under the same price, terms and conditions for a period one [ ] two [X] three [ ] additional year(s).

Signature [signature] Title Director of Operations Date 2-28-24

Vendor Name: Evantec Corporation

City Council **AGENDA ITEM NO. I12.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve a Grant Agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not to exceed $94,300 and authorize the Chief of Police to sign and execute the grant agreement; and approve an additional appropriation of the same amount (Police Chief Tolber)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve a Grant Agreement with the Office of Traffic Safety relating to the distribution of a grant award in an amount not to exceed $94,300; authorize the Chief of Police to sign and execute agreements implementing the grant; and approve an additional appropriation in the amount of $94,300.

RECOMMENDATION:

Staff recommends accepting the Office of Traffic Safety “Selective Traffic Enforcement Program” PT27137 grant for local law enforcement agencies; authorizing the Chief of Police to sign and execute agreements implementing the grant; and authorizing an additional appropriation to the police department in the amount of $94,300.

DISCUSSION:

California will initiate the Selective Traffic Enforcement Program (STEP) on October 1, 2026. The grant will fund DUI checkpoints, DUI saturation patrols, speeding, red light, and stop sign enforcement, and pedestrian / bicycle enforcement. In addition, the grant will fund the Know Your Limit program and collaborative DUI and traffic enforcement with other agencies. Grant funds will be used to staff the enforcement operations with first-line supervisors and officers from the Redlands Police Department. The STEP operations and DUI checkpoint and saturation patrols are highly publicized and provide both education and enforcement of traffic and DUI laws. The grant funds will be used for overtime to conduct the operations.

ALTERNATIVES:

The City Council may elect not to accept the grant and provide alternative direction to staff.

STRATEGIC PLAN:

Continues the support of Objective E-8.2: Research and implement evidence-based methods to reduce violent and property crime and effectively address traffic concerns.

SUBMITTED BY:
Rachel Tolber, Police Chief

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Jimmy Nguyen, Management Analyst

FISCAL IMPACT

Fiscal Year: 2026-27

Revenue Generating: No

Amount: $94,300

Budgeted Y/N: N

Account No.: 200202

Additional Appropriation Required: Yes

Discussion:

There is no impact to the General Fund because all expenditures are reimbursable under the grant.

Attachments

Additional_Appropriation_Form_OTS_STEP_2026-27_Grant.pdf
Grant_Agreement.pdf

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 09/15/2026

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Overtime Salaries	200202	5102	F202045	89,000.00
Travel Exp Reimb	200202	6402	F202045	2,300.00
Special Departmental Supplies	200202	7810	F202045	3,000.00
				$ 94,300.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200202	4407	F202045	94,300.00
				$ 94,300.00 -

JUSTIFICATION: OTS STEP 2026/27 Grant Award #PT27137

Requested By: Rachel Tolber
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

1. GRANT TITLE
Selective Traffic Enforcement Program (STEP)

2. NAME OF AGENCY
Redlands

3. Grant Period
From: 10/01/2026
To: 09/30/2027

4. AGENCY UNIT TO ADMINISTER GRANT
Redlands Police Department

5. GRANT DESCRIPTION
Best practice strategies will be conducted to reduce the number of persons killed and injured in crashes involving alcohol and other primary crash factors. The funded strategies may include impaired driving enforcement, enforcement operations focusing on primary crash factors, distracted driving, night-time seat belt enforcement, special enforcement operations encouraging motorcycle safety, enforcement and public awareness in areas with a high number of bicycle and pedestrian crashes, and educational programs. These strategies are designed to earn media attention thus enhancing the overall deterrent effect.

6. Federal Funds Allocated Under This Agreement Shall Not Exceed: $94,300.00
Allocation is contingent upon availability of federal funds.

7. TERMS AND CONDITIONS: The parties agree to comply with the terms and conditions of the following which are by this reference made a part of the Agreement:

- Schedule A – Problem Statement, Goals and Objectives and Method of Procedure
- Schedule B – Detailed Budget Estimate and Sub-Budget Estimate (if applicable)
- Schedule B-1 – Budget Narrative and Sub-Budget Narrative (if applicable)
- Exhibit A – Certifications and Assurances
- Exhibit B* – OTS Grant Program Manual
- Exhibit C – Grant Electronic Management System (GEMS) Access

*The item shown with an asterisk (*), is hereby incorporated by reference and made a part of this agreement as if attached hereto. This document can be viewed at the OTS home web page under Grants: www.ots.ca.gov.

Use of OTS Grant Agreement template in lieu of the California Model Agreement (CMA)
The California Office of Traffic Safety (OTS) utilizes its standardized OTS Grant Agreement template for awards. The format, structure, and uniformity of the OTS Grant Agreement template allows for processing through Grant Electronic Management System (GEMS). OTS's approach to using the OTS Grant Agreement template is consistent with the California Model Agreement (CMA) developed by University of California Office of the President (UCOP) and directed by the Department of General Service (DGS). For more information, please review the OTS Grant Program Manual.

Pre-Agreement Work
No work shall commence and no costs shall be incurred prior to the grant start date or the grant agreement being fully signed and executed. Any such costs are incurred at the grantee's own risk and may not be reimbursed.

8. Approval Signatures

We, the officials named below, hereby swear under penalty of perjury under the laws of the State of California that we are duly authorized to legally bind the Grant recipient to the grant terms and conditions described herein.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

A. Grant Director

Name: Jeffrey Frisch
Title: Sergeant
Email: jfrisch@redlandspolice.org
Phone: (909) 647-8139
Address: 1270 W Park Ave Building C
Redlands, CA 92373

Jeffrey Frisch
Jeffrey Frisch (Aug 17, 2026 14:09:15 PDT)

(Signature) Aug 17, 2026 (Date)

B. Authorizing Official

Name: Rachel Tolber
Title: Chief of Police
Email: rtolber@redlandspolice.org
Phone: 909-557-6584
Address: 1270 W Park Ave Building C
Redlands, CA 92373

(Signature) (Date)

C. Fiscal Official

Name: Jimmy Nguyen
Title: Management Analyst
Email: jnguyen@redlandspolice.org
Phone: (909) 488-2983
Address: PO Box 1025
Redlands, CA 92373

(Signature) (Date)

D. Authorizing Official of Office of Traffic Safety

Name: Stephanie Dougherty
Title: Director
Email: stephanie.dougherty@ots.ca.gov
Phone: (916) 509-3030
Address: 2208 Kausen Drive, Suite 300
Elk Grove, CA 95758

(Signature) (Date)

E. Accounting Officer of Office of Traffic Safety

Name: Mary Khang
Address: 2208 Kausen Drive Suite 300
Sacramento, CA 95758

9. SAM Information

SAM #: Q6LKTJ5M3JA8
Registered Address: PO Box 1025
City: Redlands
Zip+4: 92373-4606

10. PROJECTED EXPENDITURES

FUND	CFDA	ITEM/APPROPRIATION	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
405e DDA-	20.616	0521-0890-101	2026	19/26	BA/26	$12,000.00
402PT-27	20.600	0521-0890-101	2026	19/26	BA/26	$18,300.00
164ID-27	20.608	0521-0890-101	2026	19/26	BA/26	$64,000.00
				AGREEMENT TOTAL		**$94,300.00**

I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above, notwithstanding allocations contingent on availability of federal funds.

OTS ACCOUNTING OFFICER'S SIGNATURE	DATE SIGNED

AMOUNT ENCUMBERED BY THIS DOCUMENT
$94,300.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
$ 0.00

TOTAL AMOUNT ENCUMBERED TO DATE
$94,300.00

1. PROBLEM STATEMENT

Describe the city, county, or jurisdiction this grant will impact.
The City of Redlands continues to experience significant growth in both its downtown and west end commercial districts, with the addition of new businesses, including restaurants and establishments that serve alcohol. Concurrently, residential development throughout the city has increased, resulting in higher volumes of vehicular and pedestrian traffic. The Citrus Plaza and Mountain Grove shopping centers are also expanding and now feature a variety of entertainment and dining options, including a movie theater and alcohol serving establishments. In addition, Mountain Grove hosts a well attended summer concert series that draws thousands of visitors to the area's retail and dining venues. Collectively, these developments have led to a substantial increase in pedestrian and roadway activity citywide.

To support this growth and manage rising traffic demands, the City of Redlands has undertaken improvements to major thoroughfares to reduce congestion and accommodate increased roadway usage at all hours. The introduction of the commuter rail system connecting downtown Redlands to the City of San Bernardino has further influenced traffic patterns and roadway utilization. Redlands is also traversed by several major transportation corridors, including Interstate 10, Interstate 210, and State Route 38, which serve as critical regional connectors and contribute to high traffic volumes.

The STEP grant is essential to addressing the resulting traffic safety challenges in the City of Redlands. Grant funding enables the deployment of additional law enforcement personnel dedicated to traffic education, enforcement, and crash prevention efforts. It also supports specialized training for officers to effectively identify, investigate, and apprehend impaired drivers, including those impaired by alcohol, illegal substances, or prescription medications. These targeted efforts are vital to maintaining public safety and reducing traffic-related injuries and fatalities as Redlands continues to grow.

Describe the problem(s) to be addressed, supported by current and relevant crash data. (most recent calendar year data/stats).
The Redlands Police Department has identified several critical traffic safety concerns and continues to respond based on evidence. Based on an analysis of recent crash data, 2025 crashes have lowered back down to their average. In 2024, officers investigated 449 injury-related traffic crashes, resulting in 635 reported injuries. In 2025, the department investigated 361 crashes resulting in 458 injuries. In 2024, injury crashes rose sharply, with 449 crashes investigated and 635 reported injuries—an increase of 69 injuries compared to 2023. This decreased in 2025. The department implemented an increase in traffic enforcement in 2025 which appears to have had a positive effect.

Alcohol-related injury crashes also showed notable changes over this period. These crashes decreased from 65 in 2024 to 21 in 2025. This pattern highlights the continued need for targeted enforcement and education efforts to address impaired driving. The department's efforts appear to have had a positive impact this last year.

One fatal hit-and-run incident was reported in both 2025 with none in 2024. The department continues to emphasize the importance of promoting driver accountability and increasing public awareness.

The most concerning trend is the fluctuation in traffic fatalities. In 2024, 2 fatalities occurred across 2 separate crashes. This number rose sharply in 2025, with 8 deaths resulting from 6 crashes. The department continues to focus on identifying and addressing primary and contributing crash factors is essential to sustaining progress and further reducing traffic-related fatalities.

Define the target population the grant intends to serve and how they are affected by the problem(s).

The target population served by the Redlands Police Department includes all residents and visitors who utilize the city's roadways, with particular emphasis on individuals impacted by traffic crashes, DUI-related incidents, and other traffic safety concerns. This population faces ongoing risks associated with traffic-related injuries and fatalities, as well as the dangers posed by impaired driving.

2. PERFORMANCE MEASURES

A. Goals:

1. Reduce the number of persons killed in traffic crashes.
2. Reduce the number of persons injured in traffic crashes.
3. Reduce the number of pedestrians killed in traffic crashes.
4. Reduce the number of pedestrians injured in traffic crashes.
5. Reduce the number of bicyclists killed in traffic crashes.
6. Reduce the number of bicyclists injured in traffic crashes.
7. Reduce the number of persons killed in alcohol-involved crashes.
8. Reduce the number of persons injured in alcohol-involved crashes.
9. Reduce the number of persons killed in drug-involved crashes.
10. Reduce the number of persons injured in drug-involved crashes.
11. Reduce the number of persons killed in alcohol/drug combo-involved crashes.
12. Reduce the number of persons injured in alcohol/drug combo-involved crashes.
13. Reduce the number of motorcyclists killed in traffic crashes.
14. Reduce the number of motorcyclists injured in traffic crashes.
15. Reduce hit & run fatal crashes.
16. Reduce hit & run injury crashes.
17. Reduce nighttime (2100 - 0259 hours) fatal crashes.
18. Reduce nighttime (2100 - 0259 hours) injury crashes.

B. Objectives:	Target Number
1. Issue a news release announcing the kick-off of the grant by December 31st. The kick-off news releases and media advisories, alerts, and materials must be emailed to the OTS Public Information Officer at pio@ots.ca.gov, and copied to your OTS Coordinator, for approval 7 days prior to the issuance date of the release.	1
2. Participate and report data (as required) in the following campaigns; Quarter 1: National Pedestrian Safety Month, National Walk to School Day, National Teen Driver Safety Week, NHTSA Winter Mobilization; Quarter 3: National Distracted Driving Awareness Month, National Motorcycle Safety Month, National Bicycle Safety Month, National Click it or Ticket Mobilization; Quarter 4: National Speed Prevention Campaigns, NHTSA Summer Mobilization, National Child Passenger Safety Week, and California's Pedestrian Safety Month.	12
3. Develop (by December 31) and/or maintain a "DUI BOLO" program to notify patrol and traffic officers to be on the lookout for identified repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. Updated DUI BOLOs should be distributed to patrol and traffic officers monthly. Report on the outcomes of the "DUI BOLO" program.	12
4. Send law enforcement personnel to the NHTSA Standardized Field Sobriety Testing (SFST) (minimum 16 hours) POST-certified training.	2
5. Send law enforcement personnel to the NHTSA Advanced Roadside Impaired Driving Enforcement (ARIDE) 16 hour POST-certified training.	1
6. Send law enforcement personnel to the Drug Recognition Expert (DRE) training (classroom and field training must be completed).	1
7. Conduct DUI/DL Checkpoints. A minimum of 1 checkpoint should be conducted during the NHTSA Winter Mobilization and 1 during the Summer Mobilization. To enhance the overall deterrent effect and promote high visibility, it is recommended the grantee issue an advance press release and conduct social media activity for each checkpoint. For combination DUI/DL checkpoints, departments should issue press releases that mention DL's will be checked at the DUI/DL checkpoint. Signs for DUI/DL checkpoints should read "DUI/Driver's License Checkpoint Ahead." OTS does not fund or support independent DL checkpoints. Only on an exception	6

basis and with OTS pre-approval will OTS fund checkpoints that begin prior to 1800 hours. When possible, DUI/DL Checkpoint screeners should be DRE- or ARIDE-trained.	
8. Conduct DUI Saturation Patrol operation(s).	10
9. Conduct Traffic Enforcement operation(s), including but not limited to, primary crash factor violations.	5
10. Conduct highly publicized Distracted Driving enforcement operation(s) targeting drivers using hand held cell phones and texting.	6
11. Conduct highly publicized Motorcycle Safety enforcement operation(s) in areas or during events with a high number of motorcycle incidents or crashes resulting from unsafe speed, DUI, following too closely, unsafe lane changes, improper turning, and other primary crash factor violations by motorcyclists and other drivers.	1
12. Conduct highly publicized pedestrian and/or bicycle enforcement operation(s) in areas or during events with a high number of pedestrian and/or bicycle crashes resulting from violations made by pedestrians, bicyclists, and drivers.	2
13. Conduct Traffic Safety educational presentation(s) with an effort to reach community members. Note: Presentation(s) may include topics such as distracted driving, DUI, speed, bicycle and pedestrian safety, seat belts and child passenger safety.	2
14. Participate in highly visible collaborative DUI Enforcement operations.	1
15. Send law enforcement personnel to DUI Checkpoint Planning and Management training.	1

3. METHOD OF PROCEDURE

A. Phase 1 – Program Preparation (1st Quarter of Grant Year)

- The department will develop operational plans to implement the "best practice" strategies outlined in the objectives section.
- Conduct all training needed to implement the program, in the first quarter.
- Purchase all grant related supplies and materials to implement the program, in the first quarter.
- Items with a unit cost of $5,000 more (including tax and shipping) must comply with the Buy America Act.
- In order to develop/maintain the "DUI BOLOs," research will be conducted to identify repeat DUI offenders with a suspended or revoked license as a result of DUI convictions. The DUI BOLO may include the driver's name, last known address, DOB, description, current license status, and the number of times suspended or revoked for DUI. DUI BOLOs should be updated and distributed to traffic and patrol officers at least monthly.
- Implementation of the STEP grant activities will be accomplished by deploying personnel at high crash locations.

Media Requirements

Issue a news release approved by the OTS PIO announcing the kick-off of the grant by December 31 and after the grant is signed and executed, but no sooner than October 1, the start of the grant year. The kick-off release must be approved by the OTS PIO. If you are unable to meet the December 31 deadline to issue a kick-off press release, communicate the reasons to your OTS grant coordinator and OTS PIO.

B. Phase 2 – Program Operations (Throughout Grant Year)

Media Requirements

The following requirements are for all grant-related activities:

- Send all media advisories, alerts, videos, graphics, artwork, posters, radio/PSA/video scripts, storyboards, digital and/or print educational materials for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Optimum lead time would be 7 days before the scheduled release but at least 3 business days prior to the scheduled release date for review and approval is appreciated.
- Send all PowerPoint presentations, online presentations and trainings for grant-related activities to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator. Certified training courses are EXEMPT from the approval process.

- The OTS PIO is responsible for the approval of the design and content of materials. The agency understands OTS PIO approval is not authorizing approval of budget expenditure or cost. Any cost approvals must come from the OTS grant coordinator.
- Pre-approval is not required when using any OTS-supplied template for media advisories, news releases, social media graphics, videos or posts, or any other OTS-supplied educational material. However, copy the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator when any material is distributed to the media and public, such as a news release, educational material, or link to social media post.
- If an OTS-supplied template, educational material, social media graphic, post or video is substantially changed, the changes shall be sent to the OTS PIO at pio@ots.ca.gov for approval and copy your OTS grant coordinator.
- News releases, social media posts and alerts on platforms such as NextDoor and Nixle reporting immediate and time-sensitive grant activities (e.g. enforcement operations, day of event highlights or announcements, event invites) are EXEMPT from the OTS PIO approval process. The OTS PIO and your OTS grant coordinator should still be notified when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Enforcement activities such as warrant and probation sweeps, court stings, etc. that are embargoed or could impact operations by publicizing in advance are EXEMPT from the PIO approval process. However, announcements and results of activities should still be copied to the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator with the embargoed date and time or with "INTERNAL ONLY: DO NOT RELEASE" message in subject line of email.
- Any earned or paid media campaigns for TV, radio, digital or social media that are part of a specific grant objective, using OTS grant funds, or designed and developed using contractual services by a subgrantee, requires prior approval.
- Social media posts highlighting state or national traffic safety campaigns (Distracted Driving Month, Motorcycle Safety Awareness Month, etc.), enforcement operations (DUI checkpoints, etc.), or any other grant-related activity such as Bicycle rodeos, presentations, or events, are highly encouraged but do not require prior approval.
- Submit a draft or rough-cut of all digital, printed, recorded or video material (brochures, posters, scripts, artwork, trailer graphics, digital graphics, social posts connected to an earned or paid media campaign grant objective) to the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator for approval prior to the production or duplication.
- Use the following standard language in all press, media, and printed materials, space permitting: Funding for this program was provided by a grant from the California Office of Traffic Safety, through the National Highway Traffic Safety Administration.
- Space permitting, include the OTS logo on all grant-funded print materials, graphics and paid or earned social media campaign grant objective; consult the OTS PIO and copy your OTS grant coordinator for specifics, format-appropriate logos, or if space does not permit the use of the OTS logo.
- Email the OTS PIO at pio@ots.ca.gov and copy your OTS grant coordinator at least 21 days in advance, or when first confirmed, a short description of any significant grant-related traffic safety event or program, particularly events that are highly publicized beforehand with anticipated media coverage so the OTS has sufficient notice to arrange for attendance and/or participation in the event. If unable to attend, email the OTS PIO at pio@ots.ca.gov and your OTS grant coordinator brief highlights and/or results, including any media coverage (broadcast, digital, print) of the event within 7 days following significant grant-related event or program. The OTS PIO and your OTS grant coordinator should still be notified in advance when the grant-related activity is happening (e.g. car seat checks, bicycle rodeos, community presentations, DUI checkpoints, etc.).
- Any news releases, work plans, scripts, storyboards, artwork, graphics, videos or any educational or informational materials that received OTS PIO approval in a prior grant year must be resubmitted for approval in the current grant year.
- For additional guidance, refer to the OTS Grants Materials Approval Process Guidelines and FAQs .
- Email the OTS PIO at pio@ots.ca.gov or your OTS grant coordinator for consultation when changes from any of the above requirements might be warranted.

C. Phase 3 – Data Collection & Reporting (Throughout Grant Year)

1. Prepare and submit grant claim invoices (due January 30, April 30, July 30, and October 30)
2. Prepare and submit Quarterly Performance Reports (QPR) (due January 30, April 30, July 30, and October 30)
   - Collect and report quarterly, appropriate data that supports the progress of goals and objectives.
   - Provide a brief list of activity conducted, procurement of grant-funded items, and significant media activities. Include status of grant-funded personnel, status of contracts, challenges, or special accomplishments.
   - Provide a brief summary of quarterly accomplishments and explanations for objectives not completed or plans for upcoming activities.
   - Collect, analyze and report statistical data relating to the grant goals and objectives.

4. METHOD OF EVALUATION

Using the data compiled during the grant, the Grant Director will complete the "Final Evaluation" section in the fourth/final Quarterly Performance Report (QPR). The Final Evaluation should provide a brief summary of the grant's accomplishments, challenges and significant activities. This narrative should also include whether goals and objectives were met, exceeded, or an explanation of why objectives were not completed.

5. ADMINISTRATIVE SUPPORT

This program has full administrative support, and every effort will be made to continue the grant activities after grant conclusion.

FUND NUMBER	CATALOG NUMBER (CFDA)	FUND DESCRIPTION	TOTAL AMOUNT
405e DDA-27	20.616	Distracted Driving Awareness	$12,000.00
402PT-27	20.600	State and Community Highway Safety	$18,300.00
164ID-27	20.608	Minimum Penalties for Repeat Offenders for Driving While Intoxicated	$64,000.00

COST CATEGORY	FUND NUMBER	UNIT COST OR RATE	UNITS	TOTAL COST TO GRANT
A. PERSONNEL COSTS				
Straight Time				$0.00
Overtime				
DUI/DL Checkpoints	164ID-27	$6,700.00	6	$40,200.00
DUI Saturation Patrols	164ID-27	$1,930.00	10	$19,300.00
Collaborative DUI Enforcement	164ID-27	$1,500.00	1	$1,500.00
Traffic Enforcement	402PT-27	$2,000.00	5	$10,000.00
Motorcycle Safety Enforcement	402PT-27	$2,000.00	1	$2,000.00
Pedestrian and Bicycle Enforcement	402PT-27	$2,000.00	2	$4,000.00
Distracted Driving Enforcement	405e DDA-27	$2,000.00	6	$12,000.00
Category Sub-Total				$89,000.00
B. TRAVEL EXPENSES				
In State Travel	402PT-27	$2,300.00	1	$2,300.00
				$0.00
Category Sub-Total				$2,300.00
C. CONTRACTUAL SERVICES				
				$0.00
Category Sub-Total				$0.00
D. EQUIPMENT				
				$0.00
Category Sub-Total				$0.00
E. OTHER DIRECT COSTS				
DUI Checkpoint Supplies	164ID-27	$3,000.00	1	$3,000.00
Category Sub-Total				$3,000.00
F. INDIRECT COSTS				
				$0.00
Category Sub-Total				$0.00
GRANT TOTAL				**$94,300.00**

BUDGET NARRATIVE

PERSONNEL COSTS

DUI/DL Checkpoints - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

DUI Saturation Patrols - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Collaborative DUI Enforcement - Overtime for grant funded Collaborative DUI Enforcement operations conducted by appropriate department personnel

Traffic Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Motorcycle Safety Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Pedestrian and Bicycle Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

Distracted Driving Enforcement - Overtime for grant funded law enforcement operations conducted by appropriate department personnel.

TRAVEL EXPENSES

In State Travel - Costs are included for appropriate staff to attend conferences and training events supporting the grant goals and objectives and/or traffic safety. Local mileage for grant activities and meetings is included. Anticipated travel may include the OTS Traffic Safety Summit – November 2026 – San Diego, CA, OTS Traffic Safety Law Enforcement Forum, and GHSA Annual Meeting – August 2027 – Anaheim, CA. All conferences, seminars or training not specifically identified in the Budget Narrative must be approved by OTS. All travel claimed must be at the agency approved rate. Per Diem may not be claimed for meals provided at conferences when registration fees are paid with OTS grant funds.

CONTRACTUAL SERVICES

-

EQUIPMENT

-

OTHER DIRECT COSTS

DUI Checkpoint Supplies - On-scene supplies needed to conduct sobriety checkpoints. Costs may include 28" traffic cones, MUTCD compliant traffic signs, MUTCD compliant high visibility vests (maximum of 10), traffic counters (maximum of 2), generator, gas for generators, lighting, reflective banners, electronic flares, PAS Device Supplies, PAS Calibration Supplies, heater, propane for heaters, fan, anti-fatigue mats, and canopies. Additional items may be purchased if approved by OTS. The cost of food and beverages will not be reimbursed.

INDIRECT COSTS

-

STATEMENTS/DISCLAIMERS

There will be no program income generated from this grant.

Salaries may include wages, salaries, special compensations, or authorized absences such as annual leave and sick leave provided the cost for the individual employee is (a) reasonable for the services rendered, and (b) follows an appointment made in accordance with state or local laws and rules and meets federal requirements.

Any non-grant funded vacancies created by reassignment to a grant-funded position must be filled at the expense of the grantee agency.

Nothing in this agreement shall be interpreted as a requirement, formal or informal, that a particular law enforcement officer issue a specified or predetermined number of citations in pursuance of the goals and objectives here under.

The OTS grant funded activities must be separate from other grant funded program activities and maintained under separate accounting tracking codes (example: the same DUI checkpoint may not be funded by both the CHP Cannabis Tax Fund and the OTS).

Benefits for personnel costs can only be applied to straight time or overtime hours charged to the grant.

Appendix A to Part 1300—Certifications and Assurances for Highway Safety Grants (23 U.S.C. Chapter 4 or Section 1906, Public Law 109-59, as amended by Section 25024, Public Law 117-58)

The officials named on the grant agreement, certify by way of signature on the grant agreement signature page, that the Grantee Agency complies with all applicable Federal statutes, regulations, and directives and State rules, guidelines, policies, and laws in effect with respect to the periods for which it receives grant funding. Applicable provisions include, but are not limited to, the following:

GENERAL REQUIREMENTS

The State will comply with applicable statutes and regulations, including but not limited to:

- 23 U.S.C. Chapter 4—Highway Safety Act of 1966, as amended;
- Sec. 1906, Public Law 109-59, as amended by Sec. 25024, Public Law 117-58;
- 23 CFR part 1300—Uniform Procedures for State Highway Safety Grant Programs;
- 2 CFR part 200—Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- 2 CFR part 1201—Department of Transportation, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.

NONDISCRIMINATION

(applies to subrecipients as well as States)

The State highway safety agency [and its subrecipients] will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities"). These include but are not limited to:

- *Title VI of the Civil Rights Act of 1964* (42 U.S.C. 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin);
- *49 CFR part 21* (entitled *Non-discrimination in Federally-Assisted Programs of the Department of Transportation—Effectuation of Title VI of the Civil Rights Act of 1964*);
- *28 CFR 50.3* (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- *The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970,* (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- *Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972,* as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- *Section 504 of the Rehabilitation Act of 1973,* (29 U.S.C. 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27;
- *The Age Discrimination Act of 1975,* as amended, (42 U.S.C. 6101 *et seq.*), (prohibits discrimination on the basis of age);
- *The Civil Rights Restoration Act of 1987*, (Pub. L. 100-209), (broadens scope, coverage, and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the
  Federal aid recipients, subrecipients and contractors, whether such programs or activities are Federally-funded or not);
- *Titles II and III of the Americans with Disabilities Act* (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38

The preceding statutory and regulatory cites hereinafter are referred to as the "Acts" and "Regulations," respectively.

GENERAL ASSURANCES

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

"No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity, for which the Recipient receives Federal financial assistance from DOT, including NHTSA."

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI of the Civil Rights Act of 1964 and other non-discrimination requirements (the Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

SPECIFIC ASSURANCES

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted Highway Safety Grant Program:

1. The Recipient agrees that each "activity," "facility," or "program," as defined in § 21.23(b) and (e) of 49 CFR part 21 will be (with regard to an "activity") facilitated, or will be (with regard to a "facility") operated, or will be (with regard to a "program") conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all Highway Safety Grant Programs and, in adapted form, in all proposals for negotiated agreements regardless of funding source:
   "The [name of Recipient], in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that in any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."
3. The Recipient will insert the clauses of appendix A and E of this Assurance (also referred to as DOT order 1050.2A) [1] in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of appendix B of DOT Order 1050.2A, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in appendix C and appendix D of this DOT Order 1050.2A, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
   a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
   b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the

form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
    a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
    b. the period during which the Recipient retains ownership or possession of the property.
9. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub- grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
10. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

By signing this ASSURANCE, the State highway safety agency also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing NHTSA's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by NHTSA. You must keep records, reports, and submit the material for review upon request to NHTSA, or its designee in a timely, complete, and accurate way. Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

The State highway safety agency gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipients by the U.S. Department of Transportation under the Highway Safety Grant Program. This ASSURANCE is binding on the State highway safety agency, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in the Highway Safety Grant Program. The person(s) signing below is/are authorized to sign this ASSURANCE on behalf of the Recipient.

THE DRUG-FREE WORKPLACE ACT OF 1988 (41 U.S.C. 8103)

The Subgrantee will provide a drug-free workplace by:
- a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the grantee's workplace, and specifying the actions that will be taken against employees for violation of such prohibition;
- b. Establishing a drug-free awareness program to inform employees about:
    1. The dangers of drug abuse in the workplace;
    2. The grantee's policy of maintaining a drug-free workplace;
    3. Any available drug counseling, rehabilitation, and employee assistance programs;
    4. The penalties that may be imposed upon employees for drug violations occurring in the workplace;
    5. Making it a requirement that each employee engaged in the performance of the grant be given a copy of the statement required by paragraph (a);
- c. Notifying the employee in the statement required by paragraph (a) that, as a condition of employment under the grant, the employee will—
    1. Abide by the terms of the statement;
    2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five days after such conviction;
- d. Notifying the agency within ten days after receiving notice under subparagraph (c)(2) from an employee or otherwise receiving actual notice of such conviction;
- e. Taking one of the following actions, within 30 days of receiving notice under subparagraph (c)(2), with respect to any employee who is so convicted—
    1. Taking appropriate personnel action against such an employee, up to and including termination;
    2. Requiring such employee to participate satisfactorily in a drug abuse assistance or

rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

f. Making a good faith effort to continue to maintain a drug-free workplace through implementation of all of the paragraphs above.

POLITICAL ACTIVITY (HATCH ACT)
(applies to subrecipients as well as States)

The State will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

CERTIFICATION REGARDING FEDERAL LOBBYING
(applies to subrecipients as well as States)

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions;
3. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

   This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31,
   U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

RESTRICTION ON STATE LOBBYING
(applies to subrecipients as well as States)

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (*e.g.,* "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)

INSTRUCTIONS FOR PRIMARY TIER PARTICIPANT CERTIFICATION (STATES)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency may terminate the transaction for cause or default.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER RESPONSIBILITY MATTERS—PRIMARY TIER COVERED TRANSACTIONS

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and

its principals:

a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

INSTRUCTIONS FOR LOWER TIER PARTICIPANT CERTIFICATION

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms **covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded,** as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website
(*https://www.sam.gov/*).
8. Nothing contained in the foregoing shall be construed to require establishment of a system of

records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION—LOWER TIER COVERED TRANSACTIONS

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

BUY AMERICA
(applies to subrecipients as well as States)

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

CERTIFICATION ON CONFLICT OF INTEREST
(applies to subrecipients as well as States)

GENERAL REQUIREMENTS

No employee, officer, or agent of a State or its subrecipient who is authorized in an official capacity to negotiate, make, accept, or approve, or to take part in negotiating, making, accepting, or approving any subaward, including contracts or subcontracts, in connection with this grant shall have, directly or indirectly, any financial or personal interest in any such subaward. Such a financial or personal interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or personal interest in or a tangible personal benefit from an entity considered for a subaward. Based on this policy:

1. The recipient shall maintain a written code or standards of conduct that provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents.
    a. The code or standards shall provide that the recipient's officers, employees, or agents may neither solicit nor accept gratuities, favors, or anything of monetary value from present or potential subawardees, including contractors or parties to subcontracts.
    b. The code or standards shall establish penalties, sanctions, or other disciplinary actions for violations, as permitted by State or local law or regulations.
2. The recipient shall maintain responsibility to enforce the requirements of the written code or standards of conduct.

DISCLOSURE REQUIREMENTS

No State or its subrecipient, including its officers, employees, or agents, shall perform or continue to perform under a grant or cooperative agreement, whose objectivity may be impaired because of any related past, present, or currently planned interest, financial or otherwise, in organizations regulated by NHTSA or in organizations whose interests may be substantially affected by NHTSA activities. Based on this policy:

1. The recipient shall disclose any conflict of interest identified as soon as reasonably possible, making an immediate and full disclosure in writing to NHTSA. The disclosure shall include a description of the action which the recipient has taken or proposes to take to avoid or mitigate such conflict.
2. NHTSA will review the disclosure and may require additional relevant information from the recipient. If a conflict of interest is found to exist, NHTSA may (a) terminate the award, or (b) determine that it is otherwise in the best interest of NHTSA to continue the award and include appropriate provisions to mitigate or avoid such conflict.
3. Conflicts of interest that require disclosure include all past, present, or currently planned organizational, financial, contractual, or other interest(s) with an organization regulated by NHTSA or with an organization whose interests may be substantially affected by NHTSA activities, and which are related to this award. The interest(s) that require disclosure include those of any recipient, affiliate, proposed consultant, proposed subcontractor, and key personnel of any of the above. Past interest shall be limited to within one year of the date of award. Key personnel shall include any person owning more than a 20 percent interest in a recipient, and the officers, employees or agents of a recipient who are responsible for making a decision or taking an action under an award where the decision or action can have an economic or other impact on the interests of a regulated or affected organization.

PROHIBITION ON USING GRANT FUNDS TO CHECK FOR HELMET USAGE
(applies to subrecipients as well as States)

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

POLICY ON SEAT BELT USE

In accordance with Executive Order 13043, Increasing Seat Belt Use in the United States, dated April 16, 1997, the Grantee is encouraged to adopt and enforce on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles. The National Highway Traffic Safety Administration (NHTSA) is responsible for providing leadership and guidance in support of this Presidential initiative. For information and resources on traffic safety programs and policies for employers, please contact the Network of Employers for Traffic Safety (NETS), a public-private partnership dedicated to improving the traffic safety practices of employers and employees. You can download information on seat belt programs, costs of motor vehicle crashes to employers, and other traffic safety initiatives at www.trafficsafety.org. The NHTSA website (www.nhtsa.gov) also provides information on statistics, campaigns, and program evaluations and references.

POLICY ON BANNING TEXT MESSAGING WHILE DRIVING

In accordance with Executive Order 13513, Federal Leadership On Reducing Text Messaging While Driving, and DOT Order 3902.10, Text Messaging While Driving, States are encouraged to adopt and enforce workplace safety policies to decrease crashes caused by distracted driving, including policies to ban text messaging while driving company-owned or rented vehicles, Government-owned, leased or rented vehicles, or privately-owned vehicles when on official Government business or when performing any work on or behalf of the Government. States are also encouraged to conduct workplace safety initiatives in a manner commensurate with the size of the business, such as establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving, and education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

INSTRUCTIONS FOR ADDING OR UPDATING GEMS USERS

1. Each agency is allowed a total of **FIVE (5) GEMS Users**.
2. GEMS Users listed on this form will be authorized to login to GEMS to complete and submit Quarterly Performance Reports (QPRs) and reimbursement claims.
3. Complete the form if adding, removing or editing a GEMS user(s).
4. The Grant Director must sign this form and return it with the Grant Agreement.

GRANT DETAILS	
Grant Number:	PT27137
Agency Name:	Redlands Police Department
Grant Title:	Selective Traffic Enforcement Program (STEP)
Agreement Total:	$94,300.00
Authorizing Official:	Rachel Tolber
Fiscal Official:	Jimmy Nguyen
Grant Director:	Jeffrey Frisch

CURRENT GEMS USER(S)

1. Jeffrey Frisch
Title: Sergeant
Phone: (909) 647-8139
Email: jfrisch@redlandspolice.org
Media Contact: No

2. Jimmy Nguyen
Title: Management Analyst
Phone: (909) 488-2983
Email: jnguyen@redlandspolice.org
Media Contact: No

3. Ryan Steinhaus
Title: Sergeant
Phone: (909) 647-8165
Email: rsteinhaus@redlandspolice.org
Media Contact: No

Complete the below information if adding, removing or editing a GEMS user(s)

GEMS User 1 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 2 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 3 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 4 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
GEMS User 5 Add/Change ☐ Remove Access ☐	Add as a media contact? Yes ☐ No ☐
Name	Job Title
Email address	Phone number
Form completed by: Jeffrey Frisch Jeffrey Frisch (Aug 17, 2026 14:07:45 PDT)	Date: Aug 17, 2026

As a signatory I hereby authorize the listed individual(s) to represent and have GEMS user access.

Jeffrey Frisch Jeffrey Frisch (Aug 17, 2026 14:09:15 PDT) Signature	Jeffrey Frisch Name
Aug 17, 2026 Date	Grant Director Title

City Council **AGENDA ITEM NO. I13.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Approve an agreement with the California Department of Alcoholic Beverage Control for the Alcohol Policing Partnership Program Grant, approve an additional appropriation of $27,000 in grant funds to the Police Department, and authorize the Chief of Police to execute the agreement and related documents (Police Chief Tolber)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move to approve the agreement between the City and the Department of Alcoholic Beverage Control (ABC) for the grant provided by the Alcohol Policing Partnership (APP) Program; approve the additional appropriation of $27,000 in grant funds to the Police Department; and authorize the Chief of Police to execute any necessary agreements related to the grant.

RECOMMENDATION:

Staff recommends the the City Council approve the agreement between the City and ABC provided by the APP program; the additional appropriation of $27,000 in grant funds to the Police Department; and authorize the Chief of Police to sign and execute any necessary agreements related to the grant.

DISCUSSION:

The Department of ABC's Alcohol Policing Partnership Grant Program provides funding to local law enforcement agencies to expand efforts to address alcohol-related issues. This comprehensive program incorporates a variety of strategies aimed at reducing alcohol-related crimes. The project period runs from July 1, 2026, through June 30, 2027. During this time, grant funds will be used to: increase the hours officers have to enforce alcohol-related crimes; conduct minor decoy operations; conduct shoulder tap operations; and conduct IMPACT inspections at "on-sale" and "off-sale" licensed locations.

ALTERNATIVES:

The City Council can decide not to accept the grant and provide alternative direction.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Rachel Tolber, Police Chief

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Chay Miller, Executive Police Assistant

FISCAL IMPACT

Fiscal Year: 26-27

Revenue Generating: No

Amount: $27,000.00

Budgeted Y/N: No

Account No.: 200202

Additional Appropriation Required: Yes

Discussion:

This project is grant-funded and will not impact the General Fund.

Attachments

DEPARTMENT OF ALCOHOLIC BEVERAGE CONTROL
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 419-2500

June 2, 2026

Chief Rachel Tolber
Redlands Police Department
30 Cajon Street
Redlands, CA 92373

Dear Chief Tolber:

Congratulations! Your agency has been selected by the Department of Alcoholic Beverage Control (ABC) to receive a 2026/2027 Alcohol Policing Partnership (APP) grant. We look forward to working with your department to meet the goals and objectives in your proposal.

A grant agreement will be forthcoming in the next couple of weeks which requires a resolution from your agency's governing body. A sample resolution was included in the Request for Proposal packet. Since these resolutions typically have to be on your governing body's calendar, we ask that you do so as soon as possible.

We will be hosting a two and half day training conference beginning at 8:30 am on July 14, 2026 and ending at approximately 12:00 pm on July 16, 2026. This conference offers valuable training in alcohol enforcement and serves as an excellent opportunity for the representatives from your agency to meet our ABC staff and share information with other law enforcement agencies from across the State.

This year the conference will be held at the Embassy Suites Anaheim South, 11767 Harbor Blvd., Garden Grove, CA 92840. The conference will accommodate up to two sworn attendees from each agency. It is recommended that your sworn Project Director and an officer/deputy assigned to the grant program attend. There is a $325 registration fee per person to attend the conference. This fee is reimbursable through the grant.

Enclosed is the conference registration form to be filled out and returned by **June 14, 2026**.

A block of rooms at a special conference rate of $189 plus tax/fees has been reserved for grant agency participants. Agencies traveling less than 50 miles are NOT

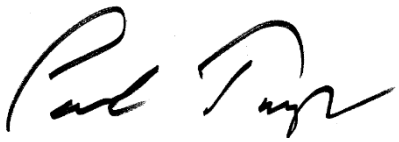
eligible for travel reimbursement.[1] **Please note that all attendees must make reservations by the hotel deadline of June 14, 2026,** to guarantee the special room rate or availability**.** Space at the hotel is limited and late registrants will have to find their own accommodation.

Attendees can go to the following website to make reservations https://www.hilton.com/en/attend-my-event/laxgdes-918-e2a988d1-6c3c-4d52-a55f-fec1f2a678de/ or email Kristine Okino for a direct link.

Due to the short time frame for registering at the hotel, your prompt attention is appreciated. The special room rate will only be available until June 14, 2026, or until the group block is sold out, whichever comes first.

If you have any questions, please email Kristine Okino, Grant Coordinator at Kristine.okino@abc.ca.gov.

Sincerely,



Paul Tupy
Director

Enclosure

Cc: Cpl. Richard McLaughlin, Project Director

[1] Based on State regulations we are unable to reimburse agencies that are within a 50-mile radius from the Embassy Suites Anaheim South. The distance is based on the agency's physical headquarters address. Agency(s) that fall in this category are: *Corona PD, Covina PD, Downey PD, Fontana PD, Fullerton PD, Huntington Beach PD, Inglewood PD, Long Beach PD, Los Angeles PD, Los Angeles County SO, Ontario PD, Orange PD, Pomona PD, Santa Monica PD and South Gate PD*. Travel reimbursable costs for the aforementioned agency(s) will be limited to the registration fee only.

SCO ID: 2100-26APP30

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER	PURCHASING AUTHORITY NUMBER (If Applicable)
26-APP30	ABC-2100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
Department of Alcoholic Beverage Control

CONTRACTOR NAME
City of Redlands through the Redlands Police Department

2. The term of this Agreement is:

START DATE
July 1, 2026

THROUGH END DATE
June 30, 2027

3. The maximum amount of this Agreement is:
$27,000.00 Twenty seven thousand dollars and no cents

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits		Title	Pages
	Exhibit A	Scope of Work	3
	Exhibit B	Budget Detail and Payment Provisions	3
	Exhibit C *	General Terms and Conditions (GTC 02/2025)	5
+ -	Exhibit D	Special Terms and Conditions	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at https://www.dgs.ca.gov/OLS/Resources

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
City of Redlands through the Redlands Police Department

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
30 Cajon Street	Redlands	CA	92373

PRINTED NAME OF PERSON SIGNING	TITLE
Rachel Tolber	Chief of Police

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME
Department of Alcoholic Beverage Control

CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
3927 Lennane Drive, Suite 100	Sacramento	CA	95834

PRINTED NAME OF PERSON SIGNING	TITLE
Pattye Baker	Chief, Business Management Branch

CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)

EXHIBIT A
SCOPE OF WORK

I. SCOPE OF WORK

- Contractor agrees to implement the Department of Alcoholic Beverage Control (ABC), Alcohol Policing Partnership program. This program is intended to work with law enforcement agencies to develop an effective, comprehensive and strategic approach to eliminate the crime and public nuisance problems associated with problem alcoholic beverage outlets.

- Contractor agrees to implement ABC's Minor Decoy, Shoulder Tap Programs and conduct Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) Inspections. These programs target both ABC licensed premises and individuals who furnish alcoholic beverages to the underage operators. The project is targeted to reduce underage drinking and the resultant DUI driving injuries and fatalities, and/or property damages, reduce youth access to alcoholic beverages through the education of licensee(s), enforcement intervention and the impressions of omnipresence of law enforcement. In addition, Contractor agrees to the following goals:

  1. The operation period of the grant is July 1, 2026 through June 30, 2027.

  2. Contractor agrees to raise public awareness that selling, serving and/or furnishing alcoholic beverages to individuals under twenty-one years old is a criminal violation that will be prosecuted by local city and district attorneys.

  3. Minor Decoy operations are designed to educate and deter licensed locations from selling/furnishing alcohol to minors. Contractor agrees to conduct Minor Decoy Operations at both "On-Sale" and "Off-Sale" licensed establishments within the operation period of the grant.

  4. Shoulder Tap operations are used to detect and deter adult furnishers outside of a licensed business. Contractor agrees to conduct Shoulder Tap Operations at "Off-Sale" licensed locations to apprehend adults that are unaffiliated with the licensed businesses and who are purchasing alcohol for minors outside of the stores within the operation period of the grant.

  5. Informed Merchants Preventing Alcohol-Related Crime Tendencies (IMPACT) primary goal is to educate licensees on alcohol related laws to help reduce alcohol-related crime in and around licensed premises. Contractor agrees to conduct visits and inspections of licensed premises identifying areas of non-compliance at "On-Sale" and "Off-Sale" licensed locations within the operation period of the grant.

II. GOALS AND OBJECTIVES

1. Conduct at least four (4) Minor Decoy operations.

2. Conduct at least four (4) Shoulder tap operations, including the Statewide Shoulder tap operation.

3. Conduct at least four (4) IMPACT operations.

4. Conduct at least two (2) Trap Door operations.

5. Conduct at least five (5) High Visibility general enforcement operations.

6. Conduct at least three (3) Roll call trainings to include TRACE.

7. Produce at least two (2) educational videos to be released on social media accounts.

8. Provide press/social media releases on grant enforcement activities.

    A. To announce the start of the program;
    B. At the conclusion of each Minor Decoy Operation has been held (to announce the number of licensed premises who sold to the minor decoy)
    C. At the conclusion of each Shoulder Tap Operation has been held (to announce the number of adults arrested for purchasing alcoholic beverages for the decoy).

9. Contractor will fax (916) 419-2599 or email each press release to the Department's Public Information Officer (pio@abc.ca.gov) as soon as it is released.

10. Contractor agrees in all press releases, in addition to any credits the agency wishes to give, will include the following statement: "This project is part of the Department of Alcoholic Beverage Control's Alcohol Policing Partnership."

Contractor agrees to complete and submit monthly reports on a format designed and provided by the Department of Alcoholic Beverage Control due no later than 15th of the following month.

III. PROJECT REPRESENTATIVES

The project representatives during the term of this agreement will be:

Redlands Police Department
Richard McLaughlin, Corporal
30 Cajon Street
Redlands, CA 92373
(909) 798-7681
mclaughlin@redlandspolice.org

Department of Alcoholic Beverage Control
Jennifer Delarosa, Supervising Agent in Charge
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
jennifer.delarosa@abc.ca.gov

Direct all fiscal inquiries to:

Redlands Police Department
Jimmy Nguyen, Management Analyst
30 Cajon Street
Redlands, CA 92373
(909) 335-4751
jnguyen@redlandspolice.org

Department of Alcoholic Beverage Control
Kristine Okino, Grant Coordinator
3927 Lennane Drive, Suite 100
Sacramento, CA 95834
(916) 312-4349
Kristine.okino@abc.ca.gov

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS

I. INVOICING AND PAYMENT

- For services satisfactorily rendered and upon receipt and approval of the invoice, the Department of Alcoholic Beverage Control agrees to pay a monthly payment of approved reimbursable costs per the Budget Detail of personnel overtime and benefits (actual cost) and/or allowable costs.

- Invoices shall clearly reference this contract number (26-APP30) and must not exceed the contract total authorized amount of $27,000.00. Invoices are to be submitted by the 15th of every month, on the prescribed form designed by the Department of Alcoholic Beverage Control.

  Submit to: Department of Alcoholic Beverage Control
  Attn: Kristine Okino, Grant Coordinator
  3927 Lennane Drive
  Sacramento, California 95834

- Payment shall be made in arrears within 30 days from the receipt of an undisputed invoice. Nothing contained herein shall prohibit advance payments as authorized by Item 2100-101-3036, Budget Act, Statues of 2026.

- Contractor understands in order to be eligible for reimbursement; cost must be incurred on or after the effective date of the project, July 1, 2026 and on or before the project termination date, June 30, 2027.

- Revisions to the "Scope of Work" and the "Budget Detail" may be requested by a change request letter submitted by the Contractor. If approved, the revised Grant Scope of Work and/or Budget Detail supersedes and replaces the previous grant and will initiate an amendment. No revisions can exceed allotted amount as shown on the Budget Detail. The total amount of the grant must remain unchanged.

- Contractor agrees to refund to the State any amounts claimed for reimbursement and paid to Contractor which are later disallowed by the State after audit or inspection of records maintained by the Contractor.

- Only the costs displayed in the Budget Detail are authorized for reimbursement by the State to Contractor under this agreement. Any other costs incurred by Contractor in the performance of this agreement are the sole responsibility of Contractor.

- Prior approval by the State in writing is required for the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop or conference, and over any reimbursable publicity or educational materials to be made available for distribution. Contractors are required to acknowledge the support of the State whenever publicizing the work under this grant in any media.

II. BUDGET DETAIL

COST CATEGORY	TOTAL COST
A. Personnel Services	
Overtime	
Officer	$7,840.00
Corporal	$15,400.00
Benefits – n/a	$0.00
TOTAL Personnel	**$23,240.00**
B. Operating Expenses (receipts required)	
Buy Money	$260.00
TOTAL Operating	**$260.00**
C. Equipment (receipts required, must be purchased by 12/31)	
Bluetooth headphones	$500.00
TOTAL Equipment	**$500.00**
D. Travel Costs	
Registration, hotel and per diem	$3,000.00
TOTAL Travel	**$3,000.00**
GRANT TOTAL	**$27,000.00**

III. BUDGET CONTINGENCY CLAUSE

- It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

- If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

IV. PROMPT PAYMENT CLAUSE

- Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

General Terms and Conditions (GTC 02/2025)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be aid to the Contractor upon demand.
8. INDEPENDENT CONTRACTOR: Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

a. The Government Code Chapter on Antitrust claims contains the following definitions:

1) "Public purchase" means purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec.15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code),arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section4552.

c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assign or but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section4553.

d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assign or has been or may have been injured by the violation of law for which the cause of action arose and (a)the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

21. GENERATIVE AI DISCLOSURE OBLIGATIONS:

    a. The following terms are in addition to the defined terms and shall apply to the Contract:

        1) "Generative AI (GenAI)" means an artificial intelligence system that can generate derived synthetic content, including text, images, video, and audio that emulates the structure and characteristics of the system's training data. (Gov. Code § 11549.64.)

    b. Contractor shall immediately notify the State in writing if it: (1) intends to provide GenAI as a deliverable to the State; or (2), intends to utilize GenAI, including GenAI from third parties, to complete all or a portion of any deliverable that materially impacts: (i) functionality of a State system, (ii) risk to the State, or (iii) Contract performance. For avoidance of doubt, the term "materially impacts" shall have the meaning set forth in State Administrative Manual (SAM) § 4986.2 Definitions for GenAI.

c. Notification shall be provided to the State designee identified in this Contract.

d. At the direction of the State, Contractor shall discontinue the provision to the State of any previously unreported GenAI that results in a material impact to the functionality of the System, risk to the State, or Contract performance, as determined by the State.

e. If the use of previously undisclosed GenAI is approved by the State, then Contractor will update the Deliverable description, and the Parties will amend the Contract accordingly, which may include incorporating the GenAI Special Provisions into the Contract, at no additional cost to the State.

f. The State, at its sole discretion, may consider Contractor's failure to disclose or discontinue the provision or use of GenAI as described above, to constitute a material breach of Contract when such failure results in a material impact to the functionality of the System, risk to the State, or Contract performance. The State is entitled to seek any and all remedies available to it under law as a result of such breach, including but not limited to termination of the contract.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS

1. Disputes: Any disputes concerning a question of fact arising under this contract which is not disposed of by agreement shall be decided by the Director, Department of Alcoholic Beverage Control, or designee, who shall reduce his decision in writing and mail or otherwise furnish a copy thereof to the Contractor. The decision of the Department shall be final and conclusive unless, within 30 days from the date of receipt of such copy, the Contractor mails or otherwise furnishes to the State a written appeal addressed to the Director of the Department of Alcoholic Beverage Control. The decision of the Director of Alcoholic Beverage Control or his duly authorized representative for the determination of such appeals shall be final and conclusive unless determined by a court of competent jurisdiction to have been fraudulent, capricious, arbitrary, or so grossly erroneous as necessarily to imply bad faith, or not supported by substantial evidence. In connection with any appeal proceeding under this clause, the contractor shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, Contractor shall proceed diligently with the performance of the contract and in accordance with the decision of the State.

2. Cancellation/Termination: This agreement may be cancelled or terminated without cause by either party by giving thirty (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment/invoicing instructions/requirements. No penalty shall accrue to either party because of contract termination.

3. Contract Validity: This contract is valid and enforceable only if adequate funds are appropriated in Item 2100-101-3036, Budget Act of 2026, for the purposes of this program.

4. Contractor Certifications: By signing this agreement, Contractor certifies compliance with the provisions of CCC 04/2017, Standard Contractor Certification Clauses. This document may be viewed at: https://www.dgs.ca.gov/OLS/Resources/Page-Content/Office-of-Legal-Services-Resources-List-Folder/Standard-Contract-Language

5. If the State determines that the grant project is not achieving its goals and objectives on schedule, funding may be reduced by the State to reflect this lower level of project activity and/or cancel the agreement.

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 08/18/2026

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Police

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
O.T. Reimbursable	200202	5102	TBD	23,240
Special Departmental Supplies	200202	7810	TBD	760.00
Travel Exp/Reimbursement	200202	6402	TBD	3,000.00
				$ 27,000.00 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
State Grants	200202	4401	TBD	27,000.00
				$ 27,000.00 -

JUSTIFICATION: APP-ABC 2026-27

Requested By: _____
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

City Council **AGENDA ITEM NO. I14.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Accept the 2026-2027 Community Development Block Grant (CDBG) funding award in the amount of $200,201 from the County of San Bernardino, approve an additional appropriation of the same, and adopt Resolution No. 8831 authorizing the City Manager, or designee, to execute the Grant Agreement and all other related documents (Facilities and Community Services Department Director Crocker)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council accept the 2026-2027 Community Development Block Grant (CDBG) program year funding award in the amount of $200,201;

2. I move to authorize an additional appropriation of $200,201 for the 2026-2027 Fiscal Year; and

3. I further move to adopt Resolution No. 8831 authorizing the City Manager, or designee, to execute agreements, amendments and other related documents associated with the 2026-2027 CDBG Program Year.

RECOMMENDATION:

Staff recommends that the City Council accept the grant funding award for the 2026-2027 CDBG Program Year from the County of San Bernardino in the amount of $200,201, authorize an additional appropriation in the amount of $200,201 and adopt Resolution No. 8831, authorizing the City Manager, or designee, to execute agreements, amendments and other related documents associated with the 2026-2027 CDBG Program Year.

DISCUSSION:

On February 3, 2026, the City Council authorized staff to submit the 2026-2027 CDBG Program Year funding request to the County of San Bernardino (County) in the amount of $200,201. In March of 2026, the County submitted the 2026-2027 Annual Action Plan for Housing and Community Development Grants to the United States Department of Housing and Urban Development (HUD). On May 5, 2026, the County approved the final 2026-2027 Annual Action Plan.

The County subsequently notified City staff of the following funding award for the 2026-2027 CDBG Program Year. The award includes funding for four (4) community-based organizations and one (1) Capital Improvement Project. The final award amounts are as follows:

Final Approved Projects/Programs	Award Amount
Sylvan Park Rehabilitation Project Phase II Restroom Replacement & ADA Improvements	$170,201
Family Service Association of Redlands Housing and Food Assistance	$ 7,500
Boys & Girls Clubs of Greater Redlands - Riverside Family Strengthening	$ 7,500
YMCA of the East Valley Legal Aid Services	$ 7,500
Partners Against Violence - Supportive Services for Victims of Violence	$ 7,500

Resolution No. 8831 authorizes the City Manager, or designee, to execute the agreements, any amendments and other related documents associated with the 2026-2027 CDBG Program Year. Additionally, the CDBG Grant Program will move from the Development Services Department Planning Grants budget (200164) to the Facilities and Community Services Department CDBG Grants budget (300312) effective July 1, 2026. A subsequent budget transfer will occur upon the close of the 2025-2026 fiscal year to facilitate the transfer of the existing budget between the department org codes.

ALTERNATIVES:

The City Council may elect not to approve these actions. However, doing so may result in a loss or reduction of CDBG funding and may impact existing and future CDBG projects.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Tabitha Crocker, Facilities & Community Services Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Tricia Munoz, Management Analyst

FISCAL IMPACT

Fiscal Year: 2026-2027

Revenue Generating: No

Amount: $200,201

Budgeted Y/N: N

Account No.: 200312

Additional Appropriation Required: Yes

Discussion:

Acceptance of this award will increase the Fiscal Year 2026-27 appropriation for Facilities and Community Services CDBG Grants (200312) by $200,201. Approval of this item does not impact the General Fund. The CDBG Program will move from the Development Services Planning Grants budget (200164) to the Facilities and Community Services CDBG Grants budget (200312) effective July 1, 2026. A subsequent budget transfer will occur upon closing of the 2025-2026 fiscal year to facilitate the transfer of the existing budget between the department org codes.

Attachments

From: Anderson, Bryan
To: Tricia Munoz; Charles Duggan
Cc: Dearen, Elizabeth
Subject: CDBG Program Award Notification – Program Year 2026–27
Date: Friday, June 26, 2026 2:43:59 PM
Attachments: image001.png
image002.png
image003.png
image004.png
image005.png
image006.png
image007.png

CAUTION: This message originated outside of the City of Redlands. **Do NOT click links** or open **attachments** unless you are certain the content is safe.
If suspected as **Malicious or Phishing**, report using the Phish Alert Button (PAB). If suspected as **Spam**, use the "Report as Junk" button.

Good Afternoon,

We are pleased to inform you that the following programs have been approved for Community Development Block Grant (CDBG) funding as part of San Bernardino County's Program Year (PY) 2026–27 Annual Action Plan:

Project Number	Approved Program	Award Amount
REDL-26-1-05W/0283	Redlands: Family Strengthening Program - Boys and Girls Club	$ 7,500
REDL-26-1-05Q/7512	Redlands: Housing and Food Program – FSAoR	$ 7,500
REDL-26-1-05C/7511	Redlands: Legal Services - YMCA of the East Valley	$ 7,500
REDL-26-1-05G/7538	Redlands: Supportive Services for Victims of Violence - Partners Against Violence	$ 7,500
REDL-26-1-03F/0331	Redlands: Sylvan Park Restroom Replacement and ADA Improvement Project	$ 170,201

Please review the following next steps to ensure timely execution of your CDBG-funded activities:

Preparation of Attachment A & B Agreements

In the coming weeks, our office will prepare the Attachment A&B documents for each approved activity. These agreements must be signed before any CDBG-funded work may

begin. Once received, please review the drafts carefully. If no changes are needed, sign and return them promptly. Our goal is to have all agreements fully executed by August 29, 2026.

Contracts with Community-Based Organizations

Several of the City's approved CDBG activities involve public service programs to be delivered by Community-Based Organizations (CBOs). The City is responsible for initiating and executing contracts with each CBO to carry out these services. CDH can provide a sample agreement upon request. A list of the approved CBO partners is attached for your reference. Please ensure that copies of all executed agreements are submitted to CDH for monitoring purposes.

Compliance and Grant Requirements

Please be advised that no construction or service activity may begin—and no costs may be incurred—until the Attachment A&Bs have been signed by CDH. This requirement is mandated by HUD and County contracting policy. Any expenses incurred before execution are not eligible for reimbursement, and any work performed in anticipation of funding is at the City's own risk.

If you have any questions or need assistance during this process, please contact Elizabeth Dearen at (909) 501-0647 or Elizabeth.Dearen@cdh.sbcounty.gov.

Thank you for your continued partnership. We look forward to supporting your efforts throughout the upcoming program year.

Sincerely,

Bryan Anderson
Supervising ECD Analyst
Community Development and Housing Department
https://cdh.sbcounty.gov/
Phone: 909-501-0625
560 E. Hospitality Lane, Suite 200
San Bernardino, CA 92415-0043

SAN BERNARDINO COUNTY

Our job is to create a county in which those who reside and invest can prosper and achieve well-being.
www.SBCounty.gov

County of San Bernardino Confidentiality Notice: This communication contains confidential information sent solely for the use of the intended recipient. If you are not the intended recipient of this communication, you are not authorized to use it in any manner, except to immediately destroy it and notify the sender.

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 09/15/2026

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Facilities and Community Services

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Special Contractual Services	200312	8501	TBD	$170,201
Special Contractual Services	200312	6710	TBD	$ 7,500
Special Contractual Services	200312	6710	TBD	$ 7,500
Special Contractual Services	200312	6710	TBD	$ 7,500
Special Contractual Services	200312	6710	TBD	$ 7,500
				$ 200,201 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
Federal Grants	200312	4407	TBD	$170,201
Federal Grants	200312	4407	TBD	$ 7,500
Federal Grants	200312	4407	TBD	$ 7,500
Federal Grants	200312	4407	TBD	$ 7,500
Federal Grants	200312	4407	TBD	$ 7,500
				$ 200,201 -

JUSTIFICATION: Add appropriation for the 2026-2027 Community Development Block Grant Program Year. These amounts have been provided by the San Bernardino County CDBG Program Coordinator.

Requested By: Tabitha Crocker
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Recommended: _____
City Manager

Comments: _____

Approved by City Council:

Date: _____

Signed: _____
City Clerk

RESOLUTION NO. 8831

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS AUTHORIZING THE GRANT ACCEPTANCE AND EXECUTION OF THE GRANT FUNDS FROM THE COUNTY OF SAN BERNARDINO COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR THE 2026-2027 PROGRAM YEAR

WHEREAS, the City of Redlands ("City") is eligible to receive federal funding for certain community development block grants, through the County of San Bernardino Community Development and Housing Department ("County"); and

WHEREAS, the City is a participating jurisdiction in the San Bernardino County Final 2026-2027 Annual Action Plan of the 2025-2030 Consolidated Plan of the U.S. Department of Housing and Urban Development's ("HUD") Housing and Community Development Grant Programs; and

WHEREAS, the County issued a Notice of Funding Availability ("NOFA") dated October 10, 2025, for the 2026-2027 Community Development Block Grant Program Year ("CDBG"); and

WHEREAS, the County has been delegated the responsibility for the administration of this grant program, establishing necessary procedures; and

WHEREAS, the City Council of the City of Redlands (this "City Council") desires to execute agreements with Community-Based Organizations (CBOs) who submitted applications for 2026-2027 CDBG Program Year to provide public services as described in the Program Year 2026-2027 CDBG NOFA; and

WHEREAS, the City has been granted to receive a CDBG grant award of $200,201; and

WHEREAS, this City Council wishes to delegate authorization to execute the grant agreement, subrecipient agreements, any amendments, and other related documents thereto to the City Manager or his designee; and

WHEREAS, the City has the legal authority and is authorized to enter into a funding agreement with the County of San Bernardino; and

NOW, THEREFORE, BE IT RESOLVED by the City of Redlands, as follows:

Section 1. The above recitals are true and correct and are incorporated herein by this reference.

Section 2. Pursuant and subject to all the terms and provisions of the County of San Bernardino Community Development Block Grant Program, the City Manager of the City of Redlands, or designee is hereby authorized and directed to accept funding from the County of San Bernardino and take such other actions necessary to receive and administer the grant funding.

Section 3. The City Manager of the City of Redlands, or designee is hereby authorized and directed to execute the funding agreements, any amendments, and other related documents thereto with the County of San Bernardino and subrecipients of the program funding.

Section 4. The City Manager of the City of Redlands, or designee is hereby authorized and directed to submit any required documents, funding requests, and reports required for the grant funding.

Section 5. The City Manager of the City of Redlands, or designee, is designated to represent the City in carrying out the responsibilities under the grant agreement, including certifying disbursement requests on behalf of the City and compliance with applicable state and federal laws.

Section 6. The City certifies that the project will comply with any laws and regulations including, but not limited to, the California Environmental Quality Act (CEQA), legal requirements for building codes, health and safety codes, the California Labor Code, disabled access laws, and, that prior to commencement of the project, all applicable permits will have been obtained.

Section 7. Applicant acknowledges and agrees that it shall be subject to the terms and conditions specified in the Agreement, and that the NOFA and Application are incorporated in the Agreement by reference and made a part thereof. Any and all activities, expenditures, information, and timelines represented in the Application are enforceable through the Agreement. Funds are to be used for the allowable expenditures and activities identified in the Agreement.

Section 8. Effective Date. This Resolution shall become effective immediately upon adoption.

ADOPTED, SIGNED AND APPROVED this 15th day of September, 2026.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing Resolution No. 8831 was duly adopted by the City Council at a regular meeting thereof held on the 15th day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

COUNTY OF SAN BERNARDINO
Community Development and Housing Department

ATTACHMENT "B"

2026-2027 Community Development Block Grant (CDBG) Program
Cooperating City Recommended Projects Form

City [1]: Redlands **City Council Hearing Date [2]:** Tuesday, February 3, 2026

City's 2025-2026 Allocation (3): $ 200,201 **Public Service Limit (15%) [4]:** $ 30,030

Sumbission ID#	Project Title (* indicates project requires a "General Fund Guarantee") [7]	Public Service *Y/N* [8]	Applicant's Requested Amount [9]	City's2025-2026 Recommended Allocation Amount [10]	Available Unprogrammed Funds to Commit to Activity [11]	Public Service Amount [12]	Activity Total [13]
52339853	Sylvan Park Restroom Replacement and ADA Improvments Phase II	N	$ 250,000	$ 170,201	$ -	$ -	$ 170,201
52337124	Gloria Flores Senior Center Backup Generator	N	$ 100,000	$ -	$ -	$ -	$ -
52309696	Family Service Association of Redlands - Housing & Food Assistance	Y	$ 10,000	$ 7,500	$ -	$ 7,500	$ 7,500
52337349	Boys and Girls Club - Family Strengthening	Y	$ 12,500	$ 7,500	$ -	$ 7,500	$ 7,500
52317353	Girls on the Run - Youth Services	Y	$ 10,000	$ -	$ -	$ -	$ -
52379225	Partners Against Violence Victims of Violence Supportive Services	Y	$ 9,500	$ 7,500	$ -	$ 7,500	$ 7,500
52329541	YMCA of the East Valley - Legal Serivces	Y	$ 10,500	$ 7,500	$ -	$ 7,500	$ 7,500
			$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -
			$ -	$ -	$ -	$ -	$ -
		Totals [14]	$ 402,500	$ 200,201.00	$ -	$ 30,000.00	$ 200,201.00

Public Service Calculation [15]:

Public Service Limit: $ 30,030 **Less Total Public Service Activity Amount:** $ 30,000.00 **Amount Available to Program to Public Service Activities:** $ 30

Remaining Balance of Unprogrammed Funds [16]: $ -

Authorized City Representative [17]: Signature, Thicia Myrez, management Analyst Date [18] Feb. 3, 2026

General Fund Guarantee Certification [19]

For Third-Party capital improvement activities, the City understands that reimbursements received from the County for which no measurable outcome is achieved may subsequently be required to be repaid by the City (using non-federal funds) to County. Measurable outcomes are defined as providing benefits to low- to moderate-income individuals, families, organizations, and communities and are derived from the project or program.

☐ YES *The City agrees to enter into a "General Fund Guarantee" in order for the County to recommend activity funding.*

San Bernardino County
Redlands CDBG
Project List 2026-2027

Project	Category	Community Impact	Amount
Redlands: Sylvan Park Restroom Replacement and ADA Improvement Project, Phase II The Sylvan Park ADA-Compliant Pathway project will expand and enhance accessibility improvements at Sylvan Park in the City of Redlands to remove physical barriers and improve access for persons with disabilities. The project includes construction of additional ADA-compliant pedestrian pathways connecting restrooms, picnic areas, playgrounds, and event spaces, as well as expansion of ADA-accessible restroom capacity. These improvements will create safe, continuous, and accessible routes throughout one of the city's most heavily used public parks. Upon completion, the project is expected to benefit approximately 27,000 annual park users, including seniors, persons with disabilities, and residents from surrounding low- and moderate-income areas.	Capital Project	Increase accessibility and mobility for persons with disabilities. Stronger and safer communities	$ 170,201
Redlands: Housing and Food Program – FSA of Redlands The Family Service Association of Redlands Housing and Food Program provides coordinated housing stabilization assistance and emergency food support to low- and moderate-income households in the City of Redlands. Services include individualized case management, emergency rental and move-in assistance, motel vouchers for households experiencing homelessness, and distribution of surplus food boxes providing up to seven days of groceries for a family of four. The program prioritizes families with children, seniors, persons with disabilities, and individuals facing temporary financial crises and housing instability. Services are delivered on an as-needed basis throughout the program year. During the program period, the activity is expected to serve approximately 120 unduplicated individuals.	Public Service Project	Reduction in financial hardships and food insecurities for individuals and families. Increase in levels of self-sufficiency. Stronger and safer communities.	$ 7,500
Redlands: Supportive Services for Victims of Violence - Partners Against Violence The Redlands Supportive Services for Victims of Violence program provides trauma-informed crisis intervention, advocacy, and supportive services to low- and moderate-income individuals who are victims of sexual assault residing in the City of Redlands. Services include 24-hour crisis response and hospital accompaniment, safety planning and crisis counseling, court and legal advocacy, case management, and referrals to	Public Service Project	Increase in assistance to victims of violence. Increase in levels of safety, self-sufficiency and recovery.	$ 7,500

housing, medical, and counseling resources. Services are provided on an ongoing, as-needed basis throughout the program year and are designed to promote safety, stability, and recovery for survivors. During the program period, the activity is expected to serve approximately 125 unduplicated individuals.			
Redlands: Legal Services - YMCA of the East Valley The YMCA of the East Valley Legal Aid Program provides low- and moderate-income individuals and households with access to legal information, consultation, and document preparation services to help resolve civil legal matters and promote stability. Services include assistance with family law, housing and landlord-tenant issues, child support, guardianship, conservatorship, and other civil matters, delivered through in-person, phone, and virtual consultations. The program is designed to support individuals who do not qualify for federally funded legal services and cannot afford private legal representation. CDBG funds will support staff wages necessary to operate the program. During the program period, the activity is expected to serve approximately 550 unduplicated individuals, representing an estimated 1,200 units of service.	Public Service Project	Increase in resolutions of legal matters. Increase in levels of safety, self-sufficiency and stability.	$ 7,500
Redlands: Family Strengthening Program - Boys and Girls Club The Family Strengthening: Fueling Hope, Building Futures program provides weekly food assistance to low-and moderate-income families residing in the City of Redlands. The program distributes nutritious grocery bags containing fresh produce, proteins, and pantry staples through regularly scheduled weekly distributions at the Dennis Hansberger Clubhouse, helping households reduce food insecurity and stretch limited budgets. CDBG funds will support food purchases, pantry supplies, and a portion of staff coordination costs necessary to operate the program year-round. During the program period, the activity is expected to serve approximately 600 unduplicated individuals, representing an estimated 8,500 grocery distributions.	Public Service Project	Reduction in food insecurities for individuals and families. Increase in levels of self-sufficiency. Stronger and safer communities.	$ 7,500
		Total	**$200,201**

City Council **AGENDA ITEM NO. J1.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of Resolution No. 8833 Naming the Plaza at the New City Hall in Honor of Former City Attorney Dan McHugh (Council Member Barich)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move that the City Council waive the three-year requirement established by Resolution No. 7711 and adopt Resolution No. 8833 naming the plaza located on the north side of the new City Hall at 300 E. State Street as “Dan McHugh Plaza.”

RECOMMENDATION:

At the request of Council Member Barich and pursuant to Resolution No. 7711, the City Council is asked to consider adopting Resolution No. 8833 naming the plaza located on the north side of the new City Hall at 300 E. State Street as “Dan McHugh Plaza,” in recognition of former City Attorney Dan McHugh's longstanding service and contributions to the City of Redlands.

DISCUSSION:

On August 27, 2026, the City Council received a letter from former Redlands mayors and council members requesting that the plaza located on the north side of the new City Hall building be named in honor of former City Attorney Dan McHugh. The request was submitted by Carole Beswick, Kasey Haws, Paul Foster, Pete Aguilar, Susan Peppler, Jon Harrison, Mick Gallagher, Gerry Bean, John James, and Bob Gardner, many of whom worked directly with Mr. McHugh during their service on the City Council. Council Member Barich subsequently requested that the proposal be brought forward for City Council consideration.

Mr. McHugh served the City of Redlands for approximately 35 years, including 28 years as City Attorney from 1994 until his retirement in 2022. During his tenure, he advised 18 City Councils and provided legal guidance on significant matters affecting the City. The attached letter further describes his extensive institutional knowledge, dedication to public service, and lasting contributions to the Redlands community.

Resolution No. 7711 establishes procedures for naming City parks, buildings, and other public facilities and permits a City Council Member to initiate a naming proposal by placing the matter on a regularly scheduled City Council agenda. The resolution permits a City facility to be named for an individual who has made a significant contribution to the Redlands community, provided the individual has been deceased for at least three years, unless waived by the City Council.

Mr. McHugh passed away on May 12, 2025. Accordingly, the proposed action includes a waiver of the three-year requirement. If approved, the plaza will be designated as “Dan McHugh Plaza,” and appropriate signage will be installed.

ALTERNATIVES:

The City Council may elect not to adopt the resolution or may provide alternative direction.

STRATEGIC PLAN:

Not applicable.

SUBMITTED BY:
Council Member Paul Barich

REVIEWED BY:
Charles M. Duggan Jr., City Manager
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Whitney Mesna, Management Analyst

FISCAL IMPACT

Fiscal Year: 2026-27

Revenue Generating: No

Amount: TBD

Budgeted Y/N:

Account No.:

Additional Appropriation Required: Yes or No

Discussion:

Approval of the proposed naming will result in a future cost for the fabrication and installation of signage identifying “Dan McHugh Plaza.” The cost and funding source have not yet been determined.

Attachments

RESOLUTION NO. 8833

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS COMMEMORATIVELY NAMING THE PLAZA AT THE NEW CITY HALL "DAN MCHUGH PLAZA"

WHEREAS, Council Member Paul Barich has requested that the City Council consider commemoratively naming the plaza located on the north side of the new City Hall at 300 E. State Street as "Dan McHugh Plaza," in honor of former City Attorney Dan McHugh; and

WHEREAS, the City Council of the City of Redlands adopted Resolution No. 7711 on February 21, 2017, establishing procedures for the naming of City parks, buildings, and other public facilities; and

WHEREAS, in accordance with Resolution No. 7711, a member of the City Council may initiate a proposal for naming a City park, building, or other public facility by causing the matter to be placed for consideration on an agenda for a regularly scheduled meeting of the City Council; and

WHEREAS, Resolution No. 7711 provides that City parks, buildings, or other public facilities may be named for a person who has made a significant contribution to the Redlands community, provided such person has been deceased for at least three (3) years prior to such designation, unless waived by the City Council; and

WHEREAS, Mr. McHugh passed away on May 12, 2025, and the City Council desires to waive the three (3) year requirement in recognition of his significant contributions and longstanding service to the Redlands community.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF REDLANDS AS FOLLOWS:

Section 1. The City Council hereby waives the three (3) year requirement set forth in Resolution No. 7711.

Section 2. The plaza located on the north side of the new City Hall at 300 E. State Street will be known as the "Dan McHugh Plaza."

ADOPTED, SIGNED AND APPROVED this 15th day of September, 2026.

_____
Mario Saucedo, Mayor

ATTEST:

_____
Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, hereby certify that the foregoing resolution was duly adopted by the City Council at a regular meeting thereof held on the _____ day of September, 2026, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____
Jeanne Donaldson, City Clerk

RESOLUTION NO. 7711

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF REDLANDS ESTABLISHING PROCEDURES FOR THE NAMING OF CITY PARKS, BUILDINGS, STREETS AND OTHER PUBLIC FACILITIES AND RESCINDING RESOLUTION NO. 7607

WHEREAS, the City Council authorized the formation of a committee to assist the City Council in developing a uniform and equitable policy and process for considering names for City parks, buildings, streets and other City public facilities; and

WHEREAS, after numerous meetings, research and thorough discussion, the committee recommended that the City Council adopt a Parks and Public Facilities Naming Policy to establish procedures for naming and renaming City parks, buildings and public facilities; and

WHEREAS, the procedures established by this resolution incorporate, and expand upon, the recommendations of the committee for naming and renaming City parks, buildings and other public facilities;

NOW, THEREFORE, be it resolved by the City Council of the City of Redlands as follows:

Section 1. Eligible Facilities:

A. Any City park, building, or other public facility may be considered for naming under the procedures established by this resolution. However, for purposes of this resolution, City-owned and designated passive "Open Space" shall not be considered a City park and shall not be subject to this resolution's naming procedures.

B. Except for extraordinary reasons, no City park, building or other public facility which has been officially named in recognition of a person or entity will be renamed out of respect for the reason such existing name was granted.

C. The naming and renaming of City streets shall be in accordance with the procedures established by California Streets and Highways Code Section 5026.

D. Any City park, building or other public facility located within the City that is owned by another public agency is ineligible for naming under the procedures established by this Resolution.

Section 2. Naming Procedure:

A. Any person may initiate a proposal for naming a City park, building or other public facility by completing an application/nominating form (a copy of which is attached to this Resolution as Exhibit "A"), making payment of the applicable fee, and filing such form with the City Manager, or the City Manager's designee. The fee shall be established by Resolution of the City Council.

B. Any City advisory commission or committee having appropriate jurisdiction, may initiate a proposal for naming a City park, building or other public facility by notifying the City Manager, or the City Manager's designee, of such proposal; or

C. Any member of the City Council may initiate a proposal for naming a City park, building or other public facility by causing the matter to be placed for consideration on an agenda for a regularly scheduled meeting of the City Council.

Section 3. Naming Process:

A. All application/nomination forms shall be referred to any City advisory commission or committee having appropriate jurisdiction with respect to the City parks, building or public facility.

B. The City Council members shall concurrently be provided with copies of all application/nomination forms upon referral to a City advisory commission/committee.

C. Within thirty (30) days of receipt, the advisory commission or committee shall review the application/nomination form and make its recommendation to the City Council.

Section 4. Criteria for Naming Parks, Buildings and other Public Facilities:

A. Priority shall be given to naming a City park, building or other public facility after its geographical location, a recognizable theme, its historic significance, or geological features associated with the park, building or public facility.

B. City parks, buildings or other public facilities may be named for a person or entity who has made a significant contribution to the Redlands community, provided such person shall be deceased for at least three (3) years prior to designating his or her name for a park, building or other public

facility, unless waived by the City Council; or for a person, organization or business that has contributed more than fifty percent (50%) of the cost of construction, acquisition, or long-term maintenance of a park, building or public facility.

Section 5. This resolution shall become effective immediately upon its adoption.

Section 6. Resolution No. 7607 is hereby rescinded.

ADOPTED, SIGNED AND APPROVED this 21st day of February, 2017.

Paul W. Foster, Mayor

ATTEST:

Jeanne Donaldson, City Clerk

I, Jeanne Donaldson, City Clerk of the City of Redlands, California, do hereby certify that the foregoing was duly adopted by the City Council at a regular meeting thereof held on the 21st day of February 2017, by the following vote:

AYES: Councilmembers Harrison, Gilbreath, Barich, Tejeda: Mayor Foster
NOES: None
ABSENT: None
ABSTAIN: None

Jeanne Donaldson, City Clerk

EXHIBIT A

APPLICATION FOR NAMING OF CITY PARKS, BUILDINGS, STREETS AND OTHER PUBLIC FACILITIES

Name of Applicant: _____
(Nominating Party)

Contact Information: _____

_____
(Mailing Address and Phone Number)

Proposed Name for Facility: _____

Location of Facility Name is proposed for: _____

Provide rationale or background in support of proposed name for facility: _____

_____

_____

_____
(Attach additional sheets or supporting documentation as necessary)

Name of Nominating Party: _____
(Print Name) (Date)

_____
(Signature)

August 27, 2026

To: Redlands City Council

Re: Naming of Plaza at new City Hall

We would like to propose the naming of the plaza in front of our new City Hall for long-time City Attorney, Dan McHugh. Dan served Redlands for 38 years, during which time he became deeply informed about Redlands history and culture. Dan was an expert on land use and helped to guide planning commissions and city councils in this complex area. Dan guided the City through significant legal and civic developments, including the successful resolution of the Donut Hole saga. He worked with 18 separate city councils and guided councils through the hiring of countless city managers and other key city officials. He witnessed and facilitated tremendous change in the City over his long tenure and held vast institutional knowledge. Dan's work ethic was legendary, often working weekends and was known for sending memos with a 2 am time stamp. He was remarkably intelligent and possessed a dry wit. He is remembered for his decency, self-control and respect for others. Those fortunate enough to work with him remember him with great respect. Dan had a passion for Redlands and the city benefited in countless ways from this commitment. Dan left behind a legacy of dedication, ethics, and public service. Each of us worked closely with him over the years and feel strongly that he deserves this recognition.

Because of this, and more, the undersigned respectfully request the naming of Dan McHugh Plaza.

Carole Beswick, Mayor & Council 1983-1991	Kasey Haws, Mayor & Council 1999-2003
Paul Foster, Mayor & Council 2010-2022	Pete Aguilar, Mayor & Council 2006 - 2014
Susan Peppler, Mayor & Council 1999 - 2006	Jon Harrison, Mayor and Council 2001-2018
Mick Gallagher, 2005 – 2010 & 2022	Gerry Bean, Council 2007 – 2012
John James, Council 2015 – 2016 & 2018	Bob Gardner, Council – 2012 - 2014


CITY OF REDLANDS
ESTABLISHED 1888
Dan McHugh Plaza
CITY HALL

City Council **AGENDA ITEM NO. J2.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Funding Agreement with Redlands Housing Corporation providing a $1,650,000 nonrepayable capital contribution toward acquisition of 1675 Industrial Park Avenue for permanent supportive housing, determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines, and authorize a related additional appropriation (Assistant City Manager Garcia)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motions are provided:

1. I move that the City Council approve a Funding Agreement with Redlands Housing Corporation providing a $1,650,000 nonrepayable capital contribution toward acquisition of 1675 Industrial Park Avenue for permanent supportive housing, determine that approval of the agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines, and authorize a related additional appropriation; and

2. I move that the City Council approve an additional appropriation of $1,650,000 in the Homeless Solutions Budget for transfer to the Redlands Housing Corporation and authorize the City Manager to increase the transfer amount by up to 5% if necessary and appropriate to complete the transaction.

RECOMMENDATION:

Staff recommends that the City Council approve the Funding Agreement with the Redlands Housing Corporation, authorize the City Manager to execute the Agreement, approve an additional appropriation of $1,650,000, plus a 5% contingency, in the Homeless Solutions Budget for deposit into escrow pursuant to the Agreement, and determine that these actions are exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines.

DISCUSSION:

Following Shangri-La Industries, LLC's default and the subsequent foreclosure of the Homekey permanent supportive housing property at 1675 Industrial Park Avenue, the City and current owner have worked to maintain uninterrupted operations while pursuing a long-term ownership solution. Based on discussions with the State and other public agencies, and upon the recommendation of outside counsel, the City formed the Redlands Housing Corporation as a nonprofit public benefit corporation and City instrumentality to acquire, own, govern, and operate the property consistent with its public purpose and applicable funding and regulatory requirements.

Redlands Housing Corporation has negotiated and proposes to enter into a Purchase and Sale Agreement to acquire the former motel converted into residential housing located at 1675 Industrial Park Avenue, commonly known as the Redlands Homekey Project, and proposes to continue operating the property as permanent supportive housing for the City's unhoused population.

As structured, approximately 95% of the acquisition cost is being funded by State and County partners. The proposed purchase price is $13,500,000. The Purchase and Sale Agreement makes closing contingent upon specific funding commitments toward the purchase price, including $8,500,000 from the California Department of Housing and Community Development, $4,300,000 from the County of San Bernardino, and the City's $700,000 contribution for acquisition.

The Purchase and Sale Agreement also identifies (i) separate proposed commitments from HCD and the County for certain tax obligations and operating reserves; (ii) the condition that HCD and County separately agree to the terms of a restrictive covenant governing 1675 Industrial Park Avenue with City; (iii) the condition that the seller of 1675 Industrial Park Avenue ("Seller"), HCD and City shall have executed a formal settlement agreement resolving all claims arising from Case No. 24STCV00629 (the "Case"); and (iv) the condition that Seller and HCD shall each have filed a Request for Dismissal of the Case with the Los Angeles County Superior Court.

The proposed Funding Agreement documents the City's $1,650,000 nonrepayable capital contribution toward the acquisition and Closing of the property. The City's contribution is allocated as follows: $700,000 toward the purchase price, $600,000 toward payment of delinquent property taxes, $135,000 toward estimated Closing costs, $200,000 as a contingency for currently unknown costs that may arise before Closing, and $15,000 toward due diligence reports.

In addition to the City's contribution, HCD will provide $300,000 and the County will provide $700,000 toward the Project's operating reserve. As a result of those contributions, no City funding for operating costs is requested under the Funding Agreement at this time. HCD will also provide $500,000 towards the Corporation's allocated property tax obligations that are not currently covered by the City or the seller.

Approval of the Funding Agreement will document the public purpose and the respective obligations of the City and Redlands Housing Corporation and will authorize the City's contribution to be deposited only through escrow for use toward the acquisition. As a reminder, the Corporation is intended to provide a separate nonprofit ownership structure that facilitates the continued operation of the Homekey property over the next several years. The current plan is for the Corporation to serve as an interim owner until the property can be transferred in the coming years, subject to applicable State approvals and funding requirements, to an external, independent nonprofit organization for long-term operation as permanent supportive housing.

The proposed action is exempt from environmental review pursuant to Section 15061(b)(3) of the State CEQA Guidelines, commonly referred to as the "common sense" exemption, which applies where it can be seen with certainty that there is no possibility that the activity may have a significant effect on the environment. Approval of the Funding Agreement does not itself authorize new construction, an expansion of use, or physical changes to the property. Instead, it establishes funding and reimbursement terms for professional services performed in connection with activities at an existing City-owned facility. Therefore, the proposed action will not result in a direct or reasonably foreseeable indirect physical change in the environment.

ALTERNATIVES:

The City Council may decline to approve the Funding Agreement or may provide alternate direction regarding the proposed contribution.

STRATEGIC PLAN:

Priority B: Public Health and Safety, 4. Homelessness

SUBMITTED BY:
Danielle Garcia, Assistant City Manager

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Kurt Wilson, Assistant City Manager
David Rabindranath, Homeless Solutions Manager
James Garland, Finance Director

FISCAL IMPACT

Fiscal Year: 2027

Revenue Generating: No

Amount: $1,650,000

Budgeted Y/N: Yes

Account No.: 101126-9901

Additional Appropriation Required: Yes

Discussion:

Approval will authorize a $1,650,000 nonrepayable capital contribution to Redlands Housing Corporation toward the acquisition of 1675 Industrial Park Avenue. The City manager is authorized to increase the transfer amount by up to 5% if necessary and appropriate to complete the transaction. The contribution must be returned to the City if the acquisition does not close except for funds use towards due diligence expenses. An additional appropriation is required. If the item is approved, $700,000 will be released from the Reserve for Homelessness/Public Safety and an additional $950,000 will be appropriated from the General Fund Unassigned Fund Balance.

Attachments

Additional_Appropriation_Form-Redlands_Housing_Corporation_Property_Acquisition.pdf
REVISED-_RHC_Home_Key_Funding_Agreement_wmFY_2627-43.pdf

CITY OF REDLANDS
REQUEST FOR ADDITIONAL APPROPRIATION

DATE OF REQUEST: 09/15/2026

FINANCE USE ONLY
TRANSACTION NO:
ACCOUNTING PERIOD:

An additional appropriation is hereby requested as follows:

Department: Homeless Solutions

EXPENDITURE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
GF Transfer Out	101126	9901		$1,650,000
Building Acquisition	TBD	8502		$1,650,000
				$ $3,300,000 -

REVENUE APPROPRIATION INCREASE (if applicable)				
Account Description	**Orgkey**	**Object Code**	**Job Ledger (If applicable)**	**Amount**
RHC Transfer In	TBD	4901		$1,650,000
				$ $1,650,000 -

JUSTIFICATION: $1,650,000 nonrepayable captial contribution to RHC. $700,000 will be released from the GF Reserve for Homelessness/Public Safety.

An additional $950,000 will be appropriated from the General Fund Unassigned Fund Balance.

The City manager is authorized to increase the transfer amount by up to 5% if necessary and appropriate to complete the transaction.

Requested By: Danielle Garcia
Department Head

Recommended By Finance Director:

Yes _____ No _____ Signed _____

Comments: _____

Recommended: _____
City Manager

Approved by City Council:

Date: _____

Signed: _____
City Clerk

AMENDED
September 14, 2026

FUNDING AGREEMENT

This Funding Agreement ("**Agreement**") is entered into this ___ day of September, 2026 (the "**Effective Date**"), by and between the CITY OF REDLANDS, a California municipal corporation (the "**City**"), and REDLANDS HOUSING CORPORATION, a California nonprofit public benefit corporation ("**Redlands Housing**"). The City and Redlands Housing are sometimes individually referred to as "**Party**" and collectively as "**Parties**."

RECITALS

A. WHEREAS, Redlands Housing is a nonprofit public benefit corporation formed and controlled by the City to acquire and operate real estate for the public purpose of expanding housing opportunities in the City of Redlands.

B. WHEREAS, Redlands Housing has negotiated and proposes to enter into a purchase and sale agreement to purchase a former motel converted into residential housing located at 1675 Industrial Park Avenue, Redlands, California 92374 (the "**Project**") and intends to operate the property as a residential housing property providing permanent supportive housing for City's unhoused population;

C. WHEREAS, City desires to provide a nonrepayable capital contribution of ONE MILLION SIX HUNDRED FIFTY THOUSAND AND NO/100 DOLLARS ($1,650,000.00) for Redlands Housing's acquisition of the Project (the "**Contribution**");

D. WHEREAS, City's contribution of such funds in Redlands Housing to acquire the Project will serve the public purpose of supporting City's housing policy and provide additional permanent supportive housing for City's unhoused population (the "**Public Purpose**"); and

E. WHEREAS, the Parties wish to enter into this Agreement to document the City's action to provide the funds to Redlands Housing for acquisition of the Project and Redlands Housing's obligations in consideration for the contribution of such funds.

NOW**,** THEREFORE, the City and Redlands Housing do hereby agree as follows:

AGREEMENT

1. Incorporation of Recitals. The Recitals set forth above are incorporated herein and made an operative part of this Agreement.

2. Contribution. The $1,650,000 Contribution is allocated as follows: $700,000 toward the purchase price, $600,000 toward payment of delinquent property taxes, $135,000 toward estimated Closing costs, $200,000 as a contingency for currently unknown costs that may arise before Closing, and $15,000 toward due diligence reports. City shall provide funding as and when requested by Redlands Housing to consummate the acquisition, including by depositing funds into escrow or by making direct payments to contractors or other third parties, as appropriate, for acquisition-related costs, including funding the escrow account with Fidelity National Title Insurance Company ("**Escrow**") within the year following the Effective Date of this Agreement. In consideration of the Contribution, Redlands Housing agrees to acquire the Project and operate

it as permanent supportive housing for the City's unhoused population. If Redlands Housing does not acquire the Project, then Escrow shall return the Contribution to the City upon the termination of the Escrow, less any funds expended on due diligence or which is non refundable pursuant to the purchase and sale agreement for the Project.

3. Term. City's obligations under this Agreement are considered to be fulfilled upon Escrow's receipt of the Contribution. Redlands Housing's obligation to acquire the Project and operate it as permanent supportive housing for the City's unhoused population shall survive perpetually, unless the purchase agreement to acquire the Project terminates and does not close, then Redlands Housing's obligations shall terminate upon Escrow's return of the Contribution to City.

4. Notices. As used in this Agreement, notice includes but is not limited to the communications of any notice, request, demand, approval, statement, report, acceptance, consent, waiver, and appointment. All notices must be in writing. All such notices from one party to another may be delivered in person, sent via reputable overnight courier, or served by first-class mail, certified or registered, postage prepaid, to each and all of the addresses set forth below.

To Redlands Housing at:
Redlands Housing Corporation
c/o City of Redlands
Attn: City Manager
35 Cajon Street, Suite 4
Redlands, CA 92373
Phone: (909) 798-7531

To City at:
City of Redlands
Attn: City Clerk
35 Cajon Street, Suite 4
Redlands, CA 92373
Phone: (909) 798-7531

Any party may change the address to which such notices or other communications may be sent by giving the other Parties written notice of such change.

5. Parties' Approval of Agreement. City has approved this Agreement and appropriated the funds for the Contribution as of the Effective Date. Redlands Housing has approved this Agreement by Redlands Housing's Board of Directors on the Effective Date.

6. Authority to Enter Agreement. Each Party to this Agreement warrants to the other that it is duly organized and existing and that it and the respective signatories have full right and authority to enter into and consummate this Agreement and all related documents and bind the parties thereto.

7. Entire Agreement. This Agreement is the result of negotiations between the Parties. This Agreement is intended by the Parties as a full and final expression of their understanding with respect to the matters contained in this Agreement and shall not be modified in any manner except by an instrument in writing executed by the Parties or their respective successors in interest.

8. Controlling Law. The interpretation and performance of this Agreement shall be governed by the laws of the State of California. Venue shall be in San Bernardino County.

9. Attorneys' Fees. Each Party shall bear its own attorneys' fees and costs.

10. No Waiver. Failure of either Party to insist upon strict compliance with any of the terms, covenants, or conditions hereof shall not be deemed a waiver of such term, covenant, or condition, nor shall any waiver or relinquishment of any rights or powers hereunder at any one time or more times be deemed a waiver or relinquishment of such other right or power at any other time or times.

11. No Third Party Beneficiaries. There are no intended third party beneficiaries of any right or obligation assumed by the Parties.

12. Severability. It is intended that each paragraph of this Agreement shall be treated as separate and divisible, and in the event that any paragraphs are deemed unenforceable, the remainder shall continue to be in full force and effect so long as the primary purpose of this Agreement is unaffected.

13. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR THE FUNDING AGREEMENT BY AND BETWEEN THE CITY OF REDLANDS AND THE REDLANDS HOUSING CORPORATION

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on the date as indicated beside each Party's signature.

REDLANDS HOUSING CORPORATION,
a California nonprofit public benefit corporation

By: _____
Name: Charles M. Duggan, Jr.
Its: President

Dated: _____

CITY OF REDLANDS,
a California municipal corporation

By:_____
Charles M. Duggan, Jr., City Manager

Dated: _____

ATTEST:

_____
Jeanne Donaldson, City Clerk

APPROVED AS TO FORM:

_____
Yvette Garcia, City Attorney

City Council **AGENDA ITEM NO. J3.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation Agreement for the Santa Ana Region, NPDES NO. CAS618036, Order No. R8-2010-0036 establishing the responsibilities with respect to compliance with NPDES Stormwater regulations and sharing costs associated with the order in the amount of $139,323 (Municipal Utilities and Engineering Director Heredia)

MOTION:

If the City Council determines that staff's recommendation is appropriate, the following motion is provided:

I move that the City Council approve the Implementation Agreement for the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit.

RECOMMENDATION:

Staff recommends the City Council approve the Implementation Agreement for the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit in compliance with the Santa Ana Region, NPDES No. CAS618036, Order No. R8-2010-0036.

DISCUSSION:

The National Pollutant Discharge Elimination System (NPDES) permit program is a federally mandated regulatory program established by the U.S. Environmental Protection Agency (EPA), implemented by the State of California, and administered through Regional Water Quality Control Boards.

The State of California determined that implementing the NPDES program would be most effective at the local level and therefore established regional water quality control boards to oversee specific watershed areas. California is divided into nine (9) regional boards, with the City of Redlands located within Region Eight (8), commonly known as the Santa Ana Region.

Due to the extensive scope and regulatory requirements of the NPDES permit, the State determined that compliance would require a coordinated regional approach. As a result, each region is organized into groups of participating agencies. The City of Redlands is a member of the San Bernardino County Group, which is administered by the San Bernardino County Flood Control District, serving as the Principal Permittee. The group consists of 16 incorporated cities and the County of San Bernardino, collectively referred to as the Co-Permittees. Together, the Principal Permittee and Co-Permittees are collectively known as the Permittees.

The Implementation Agreement establishes the framework and responsibilities necessary for the coordinated administration and compliance of the new permit requirements. The agreement also defines the cost-sharing methodology and allocates the annual financial contributions among the participating agencies. This agreement shall terminate on the effective date of a new implementation agreement approved by all parties that will supersede this agreement. The City is obligated to share 5.25% of the total program cost annually, starting in FY 2026/27, in the amount of $139,323.

The City of Redlands benefits from participation in the regional Municipal Separate Storm Sewer System (MS4) program under the NPDES Stormwater Permit (Permit No. CAS618036, Order No. R8-2010-0036). The Implementation Agreement provides for an equitable distribution of program costs among the 16 participating cities and the County of San Bernardino, all of which conduct their stormwater management activities in accordance with the requirements of this permit.

ALTERNATIVES:

The City Council may elect not to execute the Implementation Agreement and participate in the coordinated compliance effort with the County of San Bernardino, the San Bernardino County Flood Control District, and the co-permittee cities. However, this option is not recommended, as participation provides a coordinated regional approach to permit compliance, promotes the efficient sharing of resources among jurisdictions and helps ensure compliance obligations are met in a cost-effective manner.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Monica Heredia, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
James Garland, Finance Director

PREPARED BY:
Goutam Dobey, City Engineer

FISCAL IMPACT

Fiscal Year: 26/27

Account No.: 101163-6005

Amount: $139,323

Budgeted Y/N: Y

Additional Appropriation Required: No

Discussion:

The City of Redlands' annual share of the costs associated with the Order are currently $139,323 per year (5.25% of the total program cost). Funds are available under the land-use engineering budget (101163) within the Development Services Department (DSD).

Attachments

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
STORMWATER PERMIT IMPLEMENTATION AGREEMENT
SANTA ANA REGION

This AGREEMENT entered into as of this 15th day of September, 2026, by San Bernardino County, (herein called the COUNTY), the San Bernardino County Flood Control District (herein called the DISTRICT), and the Cities of Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa (herein called the CITIES) establishes the responsibilities of each party with respect to compliance with National Pollutant Discharge Elimination System (NPDES) Stormwater regulations administered by the California Regional Water Quality Control Board, Santa Ana Region (SARWQCB) by the authority granted by the federal Clean Water Act (CWA) and its 1987 amendments and the Water Quality Act (WQA).

RECITALS

WHEREAS, Congress in 1987 amended Section 402 of the Federal Clean Water Act (33 U.S.C.A. 1342 (p)) to require the federal Environmental Protection Agency (EPA) to promulgate regulations for applications for permits for stormwater discharges; and

WHEREAS, these permit regulations require the control of pollutants from stormwater discharges by requiring a National Pollutant Discharge Elimination System (NPDES) Permit for the discharge of stormwaters into waters of the United States; and

WHEREAS, these EPA regulations require NPDES permits for discharges from municipal separate storm sewer systems (MS4 Permit) on a system-wide or jurisdiction-wide basis; and

WHEREAS, the State Legislature, in enacting the San Bernardino County Flood Control Act, created the San Bernardino County Flood Control District to provide for the control of flood and storm waters; and

WHEREAS, the Powers granted to the DISTRICT by the San Bernardino County Flood Control Act include carrying on technical and other investigations, examinations, or tests of all kinds, making measurements, collecting data, and making analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water both within and without the DISTRICT; and

WHEREAS, the CITIES, the COUNTY, and the DISTRICT desire to develop and implement an integrated stormwater discharge management program with the objective of improving water quality in the Santa Ana Watershed portion of San Bernardino County; and

WHEREAS, the California State Water Resources Control Board (SWRCB) as designee of the EPA has delegated authority to the Regional Water Quality Control Board – Santa Ana Region (SARWQCB) for administration of the MS4 Permit program and issuance of MS4 Permits within the boundaries of their Region; and

WHEREAS, the DISTRICT, COUNTY, and CITIES have been designated as joint permittees (Permittees) by the SARWQCB for the MS4 Permit issued to the County of San Bernardino; and

WHEREAS, the DISTRICT has been designated as the Principal Permittee in the MS4 Permit; and

WHEREAS, the COUNTY and the CITIES have been designated as the Co-permittees in the MS4 Permit; and

WHEREAS, cooperation between the CITIES, the COUNTY, and the DISTRICT to jointly file an application for the MS4 Permit is in the best interest of the CITIES, the COUNTY, and the DISTRICT; and

WHEREAS, the Permittees shall establish and maintain a Management Committee to coordinate compliance with MS4 Permit requirements and implement a Stormwater Management Program across all jurisdictions covered by this MS4 Permit; and

NOW THEREFORE, the parties hereto do mutually agree as follows:

I. Filing Status. The COUNTY, DISTRICT, and CITIES will jointly file (unless directed to proceed separately by the SARWQCB) the application for an area-wide storm water permit. The COUNTY, the DISTRICT, and each individual CITY will be a Permittee.

II. Management Committee. The DISTRICT, as Principal Permittee, and COUNTY and CITIES, as Co-permittees, shall support and facilitate compliance with area-wide MS4 Permit requirements and implementation of the Stormwater Management Program through the workings of the Management Committee. The responsibilities and structure of this committee shall include:

A. The purpose of the Management Committee shall be to develop policies, (including goals, needs, and priorities) budgets, and implementation strategies and plans for the area-wide Stormwater Management Program to ensure compliance with the MS4 Permit. The Management Committee shall evaluate implementation options and strategies and recommend implementation actions to the DISTRICT.

B. Each Permittee shall designate in writing at least one authorized representative and one alternate to participate on the Management Committee. Management Committee designees and alternates shall be authorized by their respective city council or governing board to cast votes on behalf of their jurisdiction to determine Stormwater Management Program budgets and all other program elements required to implement the areawide Municipal Stormwater Management Plan (MSWMP).

C. The Principal Permittee shall serve as the chairperson of the Management Committee.

D. The Management Committee shall meet at the frequency required by the MS4 Permit or on a quarterly basis.

E. Ten (10) authorized representatives present in person at a scheduled meeting constitute a quorum for the transaction of business of the Management Committee. If a quorum is not present at a scheduled Management Committee meeting, less than a quorum may adjourn the meeting. For all Management Committee actions other than approval of the budget as set forth in Section VII.C.1. of this AGREEMENT, a majority vote of the quorum shall decide any question brought before the Management Committee for decision.

F. The Management Committee shall support Stormwater Management Program implementation by providing guidance to the Principal Permittee with respect to stormwater program administration and approving elements of the area-wide MSWMP.

G. The Management Committee may establish subcommittees to support the work of the Management Committee. Subcommittees shall include interested members of the Management Committee, and/or other Permittee staff with necessary expertise. Subcommittees may develop recommendations for Management Committee consideration. Such recommendations require majority approval by members of the subcommittee on a one vote per Permittee basis.

H. Approval of Management Committee decisions will require a majority vote of the authorized representatives or alternates in attendance, on a one vote per Permittee basis. In the event that the Management Committee does not approve a subcommittee recommendation, the item will be directed back to the subcommittee for reconsideration.

I. All parties to this AGREEMENT achieve cost savings by working collectively to implement the areawide stormwater program. To maximize these cost savings, the Permittees agree that:

1. Each authorized representative shall actively participate in Management Committee meetings;

2. Each Permittee shall actively participate in at least one subcommittee, either through the authorized representative or other authorized designee**.** Participation will be defined as attendance at fifty percent (50%) or more of subcommittee meetings held in a given fiscal year.

III. Principal Permittee Responsibilities.

The DISTRICT, acting through its Board of Supervisors, is the Stormwater Program Administrator for purposes of this AGREEMENT. The DISTRICT shall have administrative responsibilities and shall be reimbursed for its time expended on behalf of the Stormwater Program. These rates include actual hourly rate including fringe benefits plus any other direct cost(s). Materials are to be reimbursed at direct cost.

The DISTRICT, while acting as administrator, will strive to implement the policies, budget, and required program elements according to the recommendations of the Management Committee. In turn, the Management Committee will work in good faith with the DISTRICT to make reasonable policy, budget and required program element recommendations to the DISTRICT. The Parties recognize and acknowledge, however, that the DISTRICT, as governed by the San Bernardino County Flood Control District Board of Supervisors, retains final authority regarding the nature and manner in which the recommendations of the Management Committee shall be executed.

In the event that the DISTRICT proposes to implement an approach different than the one recommended by the Management Committee, the DISTRICT's proposed alternative action shall be communicated to the Management Committee at the next available meeting of the Management Committee. If the Management Committee approves the alternative action, then the cost sharing provisions of this AGREEMENT shall govern the allocation of any costs associated with that alternative action. If, in good faith, the Management Committee does not approve the alternative action, the DISTRICT may implement the alternative action, but the DISTRICT shall be solely responsible for paying the increased costs, if any, resulting from the alternative action. This increased cost shall be measured by the difference between the cost of the alternative action and the estimated cost of the action as reasonably recommended by the Management Committee.

If the DISTRICT'S proposed alternative implementation action involves an increase in program costs, that alternative implementation action shall not be adopted until such time as each authorized representative of the Management Committee has had 45 days to relay that alternative implementation action to its various governing bodies for approval. CITIES and COUNTY shall have no responsibility for the incremental increase in cost associated with an alternative action that is not approved by the Management Committee after 45 days has passed with the governing bodies failing to approve the alternative implementation action.

The DISTRICT will act as the contracting party, on behalf of the Co-permittees for Stormwater Management Program contracts and agreements with all consultants, contractors, vendors or other entities as recommended by the Management Committee.

The DISTRICT, if recommended by the Management Committee, may act on behalf of the Co-permittees as applicant in preparing and submitting grant proposals, and may act as administrator for any awarded grant funds.

The DISTRICT, if recommended by the Management Committee, will act on behalf of the Stormwater Program as the contracting party and signatory in joint agreements with other municipal stormwater programs and stakeholders for regional benefits and cooperation.

As the Principal Permittee under the MS4 Permit, the DISTRICT shall coordinate all area-wide MS4 Permit activities and manage the Stormwater Management Program by:

A. Conducting chemical, biological and bacteriological water quality monitoring on behalf of the areawide program as required by the MS4 Permit.

B. Implementing management programs, monitoring programs, and related plans as required by the MS4 Permit.

C. Preparing and submitting to the Executive Officer (SARWQCB) unified reports, plans, and programs necessary to comply with the MS4 Permit.

D. Coordinating and conducting Management Committee meetings as specified in the MSWMP.

E. Taking the lead role in initiating and developing area-wide programs and activities necessary to comply with the MS4 Permit.

F. Participating, as needed, in any subcommittees formed to facilitate MS4 Permit requirements.

G. Providing technical and administrative support and inform the Co-permittees of the progress of other pertinent municipal programs, pilot projects, research studies, and other information to facilitate implementation of Co-permittees' stormwater program.

H. Coordinating the implementation of area-wide Stormwater Management Program activities such as a monitoring program, public education, and pollution prevention.

I. Gathering and disseminating information on the progress of statewide municipal stormwater programs and evaluate the information for potential use in the execution of the MS4 Permit.

J. Monitoring the implementation of the plans and programs required by the MS4 Permit and determine their effectiveness in attaining water quality standards.

K. Coordinating with SARWQCB activities pertaining to implementation of the MS4 Permit, including the submittal of all required reports, plans, and programs.

L. Soliciting and coordinating public input for any major proposed stormwater management programs and implementation plans.

M. Developing and implementing mechanisms, performance standards, etc., to promote consistent implementation of Best Management Practices among the Permittees.

N. Cooperating in watershed management programs and regional and/or statewide monitoring programs.

IV. Co-permittee Responsibilities. The Co-permittees shall support the Principal Permittee by:

A. Preparing and submitting to the Principal Permittee in a timely manner all required information necessary to comply with permit reporting requirements. Timely completion of Permittee annual report information is considered meeting the deadline if received on or before September 15th of each reporting year.

B. Notifying the Principal Permittee immediately, in writing, of any changes to the designated representative to the Management Committee.

C. Reviewing and commenting on all plans, strategies, management programs, and monitoring programs, as developed by the Principal Permittee or a subcommittee of the Management Committee.

D. Conducting and/or coordinating with the Principal Permittee on any surveys or characterizations needed to identify pollutant sources from specific drainage areas.

V. Compliance Responsibilities. The DISTRICT, COUNTY and CITIES are individually responsible for implementing all MS4 Permit requirements within their respective jurisdictions. The Management Committee does not assume any responsibility for implementing the Stormwater Management Programs for the Principal Permittee or any other Permittee or for ensuring that the Principal Permittee or the Co-permittees implement programs consistent with the recommendations of the Management Committee.

VI. Indemnification and Insurance. Each party shall indemnify, defend, and hold harmless the other parties to this AGREEMENT from and against any and all liability and expense arising from any act or omission of the indemnifying party, its authorized officers, employees, agents, and volunteers in connection with the performance of this AGREEMENT, including, but not limited to reasonable defense costs, reasonable legal

fees, claims, actions, damages, liability, and causes of action for damages of any nature whatsoever; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.

In the event a party, or parties, to this AGREEMENT is/are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, the party, or parties shall indemnify the other party/parties to the extent of its/their comparative fault. Furthermore, if a party attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the parties agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

The parties to this AGREEMENT are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of their performance under this AGREEMENT.

VII. Program Costs. The responsibilities for payment of all shared costs of equipment, services, contracted analytical services, and the cost of implementing the MS4 Permit, shall be distributed among the DISTRICT, COUNTY, and CITIES as follows:

A. The DISTRICT shall contribute 5% of the annual Program Costs; the other Permittees shall be responsible for the remaining 95% of the Program Costs.

B. The annual budget shall separate program costs into four Program Areas:

1. *Monitoring*, which shall include any water quality and hydrographic monitoring and laboratory analyses.

2. *Public Education*, which shall include all public outreach programs.

3. *Program Management & Regulatory Activities*, which includes administrative, reporting and regulatory activities.

4. *Training*, which addresses any training conducted to implement the stormwater management program.

C. The Principal Permittee shall prepare and implement an annual operating budget with the participation of the Permittees. The budget year shall coincide with the fiscal year of the DISTRICT, July 1 – June 30.

1. The Principal Permittee will forward the annual operating budget for the forthcoming year to the Co-permittees for review and approval. The review period shall be from the first business day of

November to the first business day of December of each year. During the review period, the Co-permittees may provide written comments on the budget to the Principal Permittee. The Fiscal Subcommittee will review the comments on the budget and endorse a draft budget for Management Committee approval. The Management Committee will consider the draft budget for approval at the January meeting. An affirmative response from a majority of the total number of authorized representatives or authorized alternates is required for approval.

D. For Fiscal Year 2025/26, the Permittees cost share shall be as follows:

PERMITTEE	PERCENTAGE SHARE
Big Bear Lake	1.63
Chino	4.93
Chino Hills	5.22
Colton	3.43
Fontana	9.49
Grand Terrace	1.66
Highland	3.62
Loma Linda	2.31
Montclair	2.43
Ontario	9.00
Rancho Cucamonga	8.35
Redlands	5.25
Rialto	5.33
San Bernardino	10.60
Upland	4.14
Yucaipa	4.19
County	13.54
District	5.00
TOTAL	100

E. For Fiscal Year 2026/27, and all subsequent fiscal years the Permittees cost share shall be determined annually according to the methodology provided in Appendix A.

F. For Fiscal Year 2026/27, and all subsequent fiscal years, the Permittees annual cost share shall be calculated by November 1 of each year and shall be included in the annual budget proposal.

G. The DISTRICT shall invoice each CITY and the COUNTY for its annual deposit after July 1, the start of the fiscal year. Each CITY and the COUNTY shall pay the deposit within 60 days of the date of the invoice. Each CITY's and the COUNTY's deposit shall be based on their prorated share of the approved annual budget, reduced for any surplus identified in the prior fiscal year-end accounting.

H. The DISTRICT shall make reasonable efforts to inform the Management Committee during the fiscal year of potential exceedances of the approved budget that may require the Parties to increase the deposits. If at any time during a fiscal year the program costs exceed the sum of the deposits, the DISTRICT shall submit invoices to the CITIES and the COUNTY to recover the deficit. The share for each CITY and the COUNTY shall be prorated according to the formula above (see Paragraphs D and E of this Section). Each CITY and COUNTY shall pay the invoice within 60 days of the billing date.

I. The DISTRICT shall prepare a fiscal year end accounting at the end of each fiscal year and distribute copies to the Permittees for their review by October 31 of that year. Permittees shall have 30 calendar days from the date of their receipt of the fiscal year end accounting to dispute in writing or concur with the findings. If the fiscal year end accounting results in costs exceeding the sum of the deposits (including interest earnings), the DISTRICT shall invoice each CITY and the COUNTY for its prorated share of the excess cost. Each CITY and the COUNTY shall pay the billing within 60 days of the date of the invoice. If the fiscal year end accounting results in the sum of the deposits (including interest earnings) exceeding costs, the excess deposits will carry forward to reduce the billings for the following year.

J. Upon termination of the program, a final accounting shall be performed by the DISTRICT. If costs exceed the sum of the deposits (including interest earnings), the DISTRICT shall invoice each CITY and the COUNTY for its prorated share of the excess. Each CITY and the COUNTY shall pay the invoice within 60 days of the date of the invoice. If the sum of the deposits (including interest earnings) exceeds the costs, the DISTRICT shall reimburse to each CITY and the COUNTY its prorated share of the excess (including any interest earnings remaining), within 30 days of the final accounting.

K. Each CITY and the COUNTY shall bear the financial responsibility for implementing the program within its jurisdictional boundaries, including any applicable MS4 permit fees, as outlined in Section V.

L. The annual administrative costs (includes actual hourly rate including fringe benefits plus any other direct cost) incurred by the DISTRICT shall be included in the budget for the Areawide Program Costs and paid according to this Section, Section III and Appendix A.

M. The financial responsibility for this AGREEMENT will be effective on the date this AGREEMENT takes effect.

VIII. Term of the AGREEMENT. The term of the AGREEMENT coincides with the current MS4 Permit (Order No. R8-2010-0036) and subsequent MS4 Permits that list the DISTRICT, COUNTY, and the CITIES as Permittees. This AGREEMENT shall take effect on the date it is approved by all parties. This AGREEMENT shall terminate upon the effective date of a new implementation agreement approved by all parties which will supersede this AGREEMENT.

IX. Additional Parties. Any city or other entity which wishes to be a Permittee on the San Bernardino County MS4 Permit that was issued by SARWQCB shall agree to the provisions in this funding agreement and shall sign this AGREEMENT prior to being included in the permit. The date of initiation, for determining participant costs for any new Permittee shall be the date of inclusion in the San Bernardino County MS4 Permit issued by SARWQCB. The cost for adding any additional Permittee to the program, including additional permit and processing fees, shall be paid by the added Permittee. Monies, if any, to be reimbursed to the existing Permittees shall be credited to their respective annual program operating fees for the following budget year.

X. Withdrawal from the AGREEMENT. A Permittee may withdraw from this AGREEMENT at the end of any fiscal year with written notice being received by the DISTRICT 1 year prior to the end of the fiscal year. A withdrawing Permittee will not be allowed refunds for tasks, projects or studies already underway in which funds have been obligated for the fiscal year.

The withdrawing Permittee shall be responsible for all assessed penalties as a consequence of withdrawal. The cost allocations to the remaining members will be calculated in the following budget year.

XI. Breach. Failure to comply with the terms of this AGREEMENT is a breach of the agreement. If a breach is not cured within ninety (90) days after receiving a notice to cure the breach by a permittee, permittee in breach may be terminated from this AGREEMENT by a majority vote of the Management Committee.

XII. Non-compliance with MS4 Permit Requirements. Any Permittee found in non-compliance with the conditions of the MS4 Permit within their jurisdictional

responsibilities shall be solely liable for any assessed penalties, pursuant to Section 13385 of the Water Code. Penalties that apply to all the Permittees shall be assessed according to the formula in Appendix A.

XIII. Legal Action/Costs/Attorney Fees. Where any legal action is necessary to declare any party's rights hereunder or enforce any provision hereof for any damages by reason of an alleged breach of any provisions of this AGREEMENT, each party shall bear its own attorney's fees and costs incurred in conjunction with such legal action regardless of who is found to be the prevailing party. This section shall not apply to those costs and attorney's fees arising from any third party legal action against a party hereto and payable under Section VI, Indemnification and Insurance.

XIV. Amendments to the AGREEMENT. This AGREEMENT may be amended by consent of a three-quarters majority of the Permittees (rounded to the nearest whole number). Amendments to this AGREEMENT may be adopted and executed concurrently, and shall become effective upon its execution by a majority of the Permittees as defined above.

XV. Authorized Signatories: Each Permittee will determine who will be the authorized signatory. This person shall be authorized to execute the application(s) for MS4 Permit(s) and take all other procedural steps necessary to file the application(s) for MS4 Permits.

XVI. Notices. All notices shall be deemed duly given if delivered by hand; or five (5) working days after deposit in the U.S. Mail, certified mail, return receipt requested.

XVII. Governing Law. This AGREEMENT will be governed and construed in accordance with laws of the State of California. If any provision or provisions of this AGREEMENT shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired hereby. Any legal action which arises out of or is in any way related to this AGREEMENT shall be brought in the Superior Court of the San Bernardino County.

XVIII. Consent to Breach not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by any Permittee to have waived or consented. Any consent by any Permittee to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

XIX. Reserved.

XX. Applicability of Prior Agreements. This document constitutes the entire AGREEMENT between the Permittees with respect to the subject matter; all prior agreements, representation, statements, negotiations, and undertakings are superseded hereby and shall be deemed terminated upon the effective date of this AGREEMENT.

XXI. Execution of the AGREEMENT. This AGREEMENT may be executed in counterpart and the signed counterparts shall constitute a single instrument.

XXII. No Separate Entity. This AGREEMENT established a framework for PERMITTEE cooperation on storm water issues. Nothing in this AGREEMENT shall be construed to create an entity separate from the local agencies that join in this cooperative effort.

IN WITNESS WHEREOF, the AGREEMENT has been executed this 15th day of September, 2026.

CITY OF REDLANDS

_____
Mario Saucedo, Mayor

Dated: _____

APPROVED AS TO LEGAL FORM

By: _____
Jeanne Donaldson
City Clerk

By: _____
Yvette M. Abich Garcia
City Attorney

Dated: _____

APPENDIX A

A. The DISTRICT shall pay five percent (5%) of the total annual cost, and the COUNTY and the remaining Co-permittees, collectively, shall pay the remaining ninety-five percent (95%) of the total annual cost pursuant to the formula set forth in Paragraph C, below.

B. The Permittees total annual cost share is the sum of the individual cost-shares calculated for each Program Cost Area.

C. The Permittees annual cost share for each Program Cost Area (PCA_i) shall be calculated using three cost factors:

1. *Base*, which represents the percentage of the program costs equally applied to all Permittees. The base (B) fraction is calculated as follows:

   B = 1/N, where N = number of Permittees

2. *Relative Population*, which represents the percentage of the program costs based on the relative population of each Permittee. Relative population (RP) of each Permittee shall be calculated annually from annual population estimates issued by the California Department of Finance (E-1 Table).

   $RP_i = (P_i/P_{total})$, where

   RP_i = relative population of Permittee (i)
   P_i = population of Permittee (i)
   P_{total} = total population for area covered by the area-wide permit

3. *Relative Land Area*, which represents the percentage of the program costs based on the relative land area of each Permittee. Relative Land Area (RLA) shall be calculated as follows:

   a. The calculation of relative land area within each Permittee's jurisdiction shall exclude land under tribal, state or federal jurisdiction, or any land excluded by the State Water Resources Control Board. Any Permittee seeking to exclude lands under this Section shall specifically request that exclusion from the Principal Permittee by providing the request in writing along with necessary documentation no later than October 1 to be considered for inclusion in the next year's annual budget. The requesting Permittee has the burden of proving entitlement to any exemption so requested.

   b. The method for calculating relative land area shall be determined from the Assessor's Parcel data provided by the COUNTY Information Services Department.

$RLA_i = (L_i/L_{total})$, where
RLA_i =relative land area of Co-permittee (i)
L_i = land area of Co-permittee (i), less excluded lands
L_{total} = total land area under permit jurisdiction

D. The Permittee's cost share for each individual Program Cost Area is based on the relative importance of the cost factors to the Program Cost Area. The cost share calculation for each Program Cost Area is as follows:

$$PCA_i = [(B * X_i * AB_i) + (RP_i * Y_i * AB_i) + (RLA_i * Z_i * AB_i)]$$

Where,

PCA_i = Permittee's cost share for PCA_i
AB_i = Annual budget for PCA_i

B = Base fraction for each Permittee
X_i = Percentage apportioned to the base for PCA_i

RP_i = Relative population of Permittee($_i$)
Y_i = Percentage apportioned to relative population for PCA_i

RLA_i = Relative land area of the Permittee($_i$)
Z_i = Percentage apportioned to relative land are for PCA_i

E. The Permittee's total annual cost share shall be calculated by summing the cost shares calculated for each individual Program Cost Area:

Permittee's annual cost share = $PCA_1 + PCA_2 + PCA_3 + PCA_4$

Table 1. Budget Year [DATE]

Program Cost Areas (PCA_i)	**Percent of the Program Cost Area Apportioned to each Cost Factor**		
	Base (X_i)	**Relative Population (Y_i)**	**Relative Land Area (Z_i)**
Monitoring (PCA_1)	10%	30%	60%
Public Education (PCA_2)	10%	80%	10%
Program Management & Regulatory Activities (PCA_3)	30%	50%	20%
Training (PCA_4)	30%	60%	10%

REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS SITTING AS THE GOVERNING BOARD OF THE FOLLOWING: SAN BERNARDINO COUNTY AND SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT AND RECORD OF ACTION

June 28, 2011

FROM: **GRANVILLE M. BOWMAN, Director**
Department of Public Works – Transportation
And Flood Control Engineer – San Bernardino County Flood Control District

SUBJECT: **NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) STORMWATER PERMIT IMPLEMENTATION AGREEMENT, SANTA ANA REGION**

RECOMMENDATION(S)

1. Acting as the governing board of the San Bernardino County Flood Control District:
   a. Approve the National Pollutant Discharge Elimination System (NPDES) Stormwater Permit Implementation **Agreement No.11-545** with the County of San Bernardino, and the cities of Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa (Co-Permittees).
   b. Designate the Flood Control Engineer (or the Flood Control Engineer's designee) as the authorized representative of the San Bernardino County Flood Control District to participate on the Implementation Agreement's Management Committee and represent the San Bernardino County Flood Control District and vote on Stormwater Management Program budgets and all other program elements required to implement the areawide Municipal Stormwater Management Plan for the duration of the Implementation Agreement.
2. Acting as the Board of Supervisors of San Bernardino County:
   a. Approve the NPDES Stormwater Permit Implementation Agreement with the San Bernardino County Flood Control District and the Co-Permittees.
   b. Designate the Director of Public Works (or the Director's designee) as the authorized representative of San Bernardino County to participate on the Implementation Agreement's Management Committee and represent and vote on Stormwater Management Program budgets and all other program elements required to implement the areawide Municipal Stormwater Management Plan for the duration of the Implementation Agreement.

(Affected Districts: All.)
(Presenter: Annesley Ignatius, Deputy Director, 387-7906)

cc: Flood-Kim w/ agree
Contractor c/o Flood w/ agree
Auditor-Accts Pay Mgr w/ agree
EBIX-BPO c/o Risk Mgmt
PW-Bowman;Ignatius
CAO-Valdez
File - w/ agree
jll 08/02/11

ITEM 94

Rev 4-19-11

Record of Action of the Board of Supervisors

APPROVED (CONSENT CALENDAR)
Board of Supervisors
County Flood Control District

MOTION	AYE	SECOND	AYE	MOVE	AYE
	1	2	3	4	5

LAURA H. WELCH, CLERK OF THE BOARD

BY: [signature]

DATED: June 28, 2011

BOARD OF SUPERVISORS COUNTY GOALS AND OBJECTIVES

Improve County Government Operations.
Operate in a Fiscally-Responsible and Business-Like Manner.
Ensure Development of a Well-Planned, Balanced, and Sustainable County.
Provide for the Health and Social Services Needs of County Residents.
Pursue County Goals and Objectives by Working with Other Governmental Agencies.

FINANCIAL IMPACT

Approval of this item will result in no additional Net County Cost. The cost-share formula delineated within the Implementation Agreement is based on three main factors (a) equal distribution base (b) population and (c) land area. Each program element is placed into the categories specified in the table below, and costs are then allocated according to the percentages shown.

Program Tasks	Base	Population	Land area
Monitoring	10%	30%	60%
Public Education	10%	80%	10%
Program Management	30%	50%	20%
Training	30%	60%	10%

The County of San Bernardino's (County) percentage of the area-wide program costs for Fiscal Year (FY) 2011-12 will be reduced from 13%, as defined under the current agreement, to 11%, based on the revised cost-share formula. The San Bernardino County Flood Control District's (District) cost-share percentage remains unchanged at 5%. Funding is available from the District budget and the County to provide for these cost-share(s). The remaining 84% will be funded by the sixteen Co-Permittee cities.

The amount to be funded for the program budget for FY 2011-12 is $2,048,500. These costs will be jointly funded by the Permittees under this Implementation Agreement. The County's, District's, and the Cities' share of the cost will be $227,400, $102,600, and $1,718,500, respectively. These costs will be paid from a special revenue fund, RLF, established by the District to separately account for activity related to the NPDES program. Sufficient appropriation and revenues have been included in the FY 2011-12 Recommended Flood Control budget to cover these expenses.

BACKGROUND INFORMATION

On January 29, 2010, the District as Principal Permittee, the County (unincorporated areas), and the incorporated cities in the County within the Santa Ana River watershed, obtained its fourth area-wide National Pollutant Discharge Elimination System (NPDES) Permit (Permit), Order No.

R8-2010-0036, NPDES No. CAS 618036. Under the requirements of the Permit, the Co-Permittees and the Principal Permittee are required to enter into an implementation agreement.

There is an existing implementation agreement, which was approved by the Board of Supervisors on May 4, 1992 (Item No. 44), after receipt of the initial NPDES Permit (Order No. 90-136). It was modified on December 12, 1995 (Item No. 43) during the first term of that initial Permit. Since approval of the existing agreement there have been a number of regulatory and programmatic changes, including the issuance of three additional NPDES Permits (Orders 96-32, R8-2002-0012, and the new Permit, R8-2010-0036).

The San Bernardino County Stormwater Program Management Committee (Management Committee), comprised of designated representatives from each Permittee agency, has developed this revised Implementation Agreement to reflect the current regulatory and programmatic structure. The final draft of the revised Implementation Agreement was endorsed by the Stormwater Program Management Committee on July 13, 2010, after extensive input from the Permittees' respective legal counsels. All Permittee agencies have executed the Implementation Agreement in advance of the County and the District.

The Implementation Agreement specifies the District's role in coordinating and implementing area-wide program activities. As the Principal Permittee, the District serves as the lead administrator of the area-wide program activities on behalf of the Co-Permittees. The County and the sixteen incorporated cities within the Santa Ana watershed are designated as Co-Permittees within the Agreement. As a Co-Permittee, the County is expected to submit necessary compliance deliverables to the District in a complete and timely manner and participate in area-wide program activities.

Approval of this item will approve, on behalf of the District and the County, respectively, the NPDES Stormwater Permit Implementation Agreement. The term of the Implementation Agreement coincides with the term of the current NPDES Permit (Order No. R8-2010-0036) and shall terminate six months after the Santa Ana Regional Water Quality Control Board approval of the NPDES Permit that follows Order No. R8-2010-0036. The current NPDES Permit (Order No. R8-2010-0036) expires on January 29, 2015.

Approval of this item will also designate the authorized representative of the District and the County to participate on the Implementation Agreement's Management Committee and represent and vote on Stormwater Management Program budgets and all other program elements required to implement the areawide Municipal Stormwater Management Plan for the duration of the Implementation Agreement.

REVIEW BY OTHERS

This item has been reviewed by County Counsel (Scott M. Runyan, Deputy County Counsel, 387-9022) on May 25, 2011, County Counsel (Charles S. Scolastico, Principal Assistant County Counsel, 387-5281) on May 25, 2011 and the County Administrative Office (Beatriz Valdez, Principal Administrative Analyst, 387-1852) on June 8, 2011.



SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

and

COUNTY OF SAN BERNARDINO

F A S

CONTRACT TRANSMITTAL

FOR OFFICIAL USE ONLY

X New / Change / Cancel	Vendor Code	SC	Dept.	A	Contract Number 11-545
Flood Control District		Dept. 097	Orgn. 097		Contractor's License No.
Contract Representative: Gia Kim, Chief, Land Development/EMD		Telephone: (909) 387 - 8145			Total Contract Amount: $

Contract Type: [x] Revenue [ ] Encumbered [ ] Unencumbered [ ] Other:

If not encumbered or revenue contract type, provide reason:

Commodity Code	Contract Start Date	Contract End Date	Original Amount	Amendment Amount
			$	

Fund	Dept.	Organization	Appr.	Obj/Rev Source	GRC/PROJ/JOB No.	Amount
RLF	099	099		8842	30F01343	
RLF	099	099		9970	30F01343	
RLF	099	099		99975	30F01343	

Project Name: NPDES Stormwater Permit Implementation Agreement, Santa Ana Region Order No. R8-2010-0036

Estimated Payment Total by Fiscal Year

FY	Amount	I/D	FY	Amount	I/D
	$			$	
	$			$	
	$			$	-

CONTRACTOR Co-Permittees: Cities of Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa

Federal ID No. or Social Security No. _____

Contractor's Representative _____

Address _____ Phone ( ) -

Nature of Contract: *(Briefly describe the general terms of the contract)*

As a requirement of the area-wide National Pollutant Discharge Elimination System (NPDES) Permit, Order No. R8-2010-0036, NPDES No. CAS 618036, dated January 29, 2010 and issued by the California Regional Water Quality Control Board, Santa Ana Region, an Implementation Agreement has to be signed between all the Co-Permittees listed in the Permit as well as the Implementation Agreement. This Agreement outlines the responsibilities of each Co-Permittee and funding for the area-wide programs. Funding by each Co-Permittee each fiscal year will vary based on the projected costs for the fiscal year. The Implementation Agreement is made a part of this contract.

(Attach this transmittal to all contracts not prepared on the "Standard Contract" form)

Approved as to Legal Form (sign in blue ink)	Reviewed as to Contract Compliance	Presented to Board for Signature
► See attached signature pages.	► David R. Doublet	►
Counsel		
Date _____	Date 6/6/11	Date 6/28/11

Auditor/Controller-Recorder Use Only

☐ Contract Database	☐ FAS
Input Date	**Keyed By**

Revised 1/13/09

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM
STORMWATER PERMIT IMPLEMENTATION AGREEMENT
SANTA ANA REGION

This AGREEMENT entered into as of this 28th day of June, 2011, by the County of San Bernardino, (herein called the COUNTY), the San Bernardino County Flood Control District (herein called the DISTRICT), and the Cities of Big Bear Lake, Chino, Chino Hills, Colton, Fontana, Grand Terrace, Highland, Loma Linda, Montclair, Ontario, Rancho Cucamonga, Redlands, Rialto, San Bernardino, Upland, and Yucaipa (herein called the CITIES) establishes the responsibilities of each party with respect to compliance with National Pollutant Discharge Elimination System (NPDES) Stormwater regulations administered by the California Regional Water Quality Control Board, Santa Ana Region (SARWQCB) by the authority granted by the federal Clean Water Act (CWA) and its 1987 amendments and the Water Quality Act (WQA).

RECITALS

Whereas

Congress in 1987 amended Section 402 of the Federal Clean Water Act (33 U.S.C.A. 1342 (p)) to require the federal Environmental Protection Agency (EPA) to promulgate regulations for applications for permits for stormwater discharges; and

Whereas

These permit regulations require the control of pollutants from stormwater discharges by requiring a National Pollutant Discharge Elimination System (NPDES) Permit for the discharge of stormwaters into waters of the United States; and

Whereas

These EPA regulations require NPDES permits for discharges from municipal separate storm sewer systems (MS4 Permit) on a system-wide or jurisdiction-wide basis; and

Whereas

The State Legislature, in enacting the San Bernardino County Flood Control Act, created the San Bernardino County Flood Control District to provide for the control of flood and storm waters; and

Whereas

The Powers granted to the DISTRICT by the San Bernardino County Flood Control Act include carrying on technical and other investigations, examinations, or tests of all kinds, making measurements, collecting data, and making analyses, studies, and inspections pertaining to water supply, control of floods, use of water, water quality, nuisance, pollution, waste, and contamination of water both within and without the DISTRICT; and

Whereas

The CITIES, the COUNTY and the DISTRICT desire to develop and implement an integrated stormwater discharge management program with the objective of improving water quality in the Santa Ana Watershed portion of San Bernardino County; and

Whereas

The California State Water Resources Control Board (SWRCB) as designee of the EPA has delegated authority to the Regional Water Quality Control Board - Santa Ana Region (SARWQCB) for administration of the MS4 Permit program and issuance of MS4 Permits within the boundaries of their Region; and

Whereas

The DISTRICT, COUNTY, and CITIES have been designated as joint permittees (Permittees) by the SARWQCB for the MS4 Permit issued to the County of San Bernardino; and

Whereas

The DISTRICT has been designated as the Principal Permitee in the MS4 Permit; and

Whereas

The COUNTY and the CITIES have been designated as the Co-permittees in the MS4 Permit; and

Whereas

Cooperation between the CITIES, the COUNTY, and the DISTRICT to jointly file an application for the MS4 Permit is in the best interest of the CITIES, the COUNTY, and the DISTRICT; and

Whereas

The Permittees shall establish and maintain a Management Committee to coordinate compliance with MS4 Permit requirements and implement a Stormwater Management Program across all jurisdictions covered by this MS4 Permit; and

NOW THEREFORE, the parties hereto do mutually agree as follows:

I. Filing Status. The COUNTY, DISTRICT, and CITIES will jointly file the application for an area-wide storm water permit. The COUNTY, the DISTRICT, and each individual CITY will be a Permittee.

II. Management Committee. The DISTRICT, as Principal Permittee, and COUNTY and CITIES, as Co-permittees, shall support and facilitate compliance with area-wide MS4 Permit requirements and implementation of the Stormwater Management Program through the workings of the Management Committee. The responsibilities and structure of this committee shall include:

A. The purpose of the Management Committee shall be to develop policies, (including goals, needs, and priorities) budgets, and implementation strategies and plans for the area-wide Stormwater Management Program to ensure compliance with the MS4 Permit. The Management Committee

shall evaluate implementation options and strategies and recommend implementation actions to the DISTRICT.

B. Each Permittee shall designate in writing at least one authorized representative and one alternate to participate on the Management Committee. Management Committee designees and alternates shall be authorized by their respective city council or governing board to cast votes on behalf of their jurisdiction to determine Stormwater Management Program budgets and all other program elements required to implement the areawide Municipal Stormwater Management Plan (MSWMP).

C. The Principal Permittee shall serve as the chairperson for the Management Committee.

D. The Management Committee shall meet at least once each month, except during the month of December.

E. Ten (10) authorized representatives present in person at a scheduled meeting constitute a quorum for the transaction of business of the Management Committee. If a quorum is not present at a scheduled Management Committee meeting, less than a quorum may adjourn the meeting. For all Management Committee actions other than approval of the budget as set forth in Section VII.C.1. of this AGREEMENT, a majority vote of the quorum shall decide any question brought before the Management Committee for decision.

F. The Management Committee shall support Stormwater Management Program implementation by providing guidance to the Principal Permittee with respect to stormwater program administration and approving elements of the area-wide MSWMP.

G. The Management Committee may establish subcommittees to support the work of the Management Committee. Subcommittees shall include interested members of the Management Committee, and/or other Permittee staff with necessary expertise. Subcommittees may develop recommendations for Management Committee consideration. Such recommendations require majority approval by members of the subcommittee on a one vote per Permittee basis.

H. Approval of Management Committee decisions will require a majority vote of the authorized representatives or alternates in attendance, on a one vote per Permittee basis. In the event that the Management Committee does not approve a subcommittee recommendation, the item will be directed back to the subcommittee for reconsideration.

I. All parties to this AGREEMENT achieve cost savings by working collectively to implement the areawide stormwater program. To maximize these cost savings, the Permittees agree that:

1. Each authorized representative shall actively participate in at least 9 of 11 monthly Management Committee meetings;

2. Each Permittee shall actively participate in at least one subcommittee, either through the authorized representative or other authorized designee. Participation will be defined as attendance at fifty percent (50%) or more of subcommittee meetings held in a given fiscal year.

III. Principal Permittee Responsibilities.

The DISTRICT, acting through its Board of Directors, is the Stormwater Program Administrator for purposes of this AGREEMENT. The District shall have administrative responsibilities and shall be reimbursed for its time expended on behalf of the Stormwater Program. These rates include actual hourly rate plus overhead. Materials are to be reimbursed at direct cost.

The DISTRICT, while acting as administrator, will strive to implement the policies, budget, and required program elements according to the recommendations of the Management Committee. In turn, the Management Committee will work in good faith with the DISTRICT to make reasonable policy, budget and required program element recommendations to the DISTRICT. The Parties recognize and acknowledge, however, that the DISTRICT, as governed by the San Bernardino County Board of Directors, retains final authority regarding the nature and manner in which the recommendations of the Management Committee shall be executed.

In the event that the DISTRICT proposes to implement an approach different than the one recommended by the Management Committee, the DISTRICT's proposed alternative action shall be communicated to the Management Committee at the next available meeting of the Management Committee. If the Management Committee approves the alternative action, then the cost sharing provisions of this AGREEMENT shall govern the allocation of any costs associated with that alternative action. If, in good faith, the Management Committee does not approve the alternative action, the DISTRICT may implement the alternative action, but the DISTRICT shall be solely responsible for paying the increased costs, if any, resulting from the alternative action. This increased cost shall be measured by the difference between the cost of the alternative action and the estimated cost of the action as reasonably recommended by the Management Committee.

If the DISTRICT'S proposed alternative implementation action involves an increase in program costs, that alternative implementation action shall not be adopted until such time as each authorized representative of the Management Committee has had 45 days to relay that alternative implementation action to its various governing bodies for approval. CITIES and COUNTY shall have no responsibility for the incremental increase in cost associated with an

alternative action that is not approved by the Management Committee after 45 days has passed with the governing bodies failing to approve the alternative implementation action.

The DISTRICT will act as the contracting party, on behalf of the Co-permittees for Stormwater Management Program contracts and agreements with all consultants, contractors, vendors or other entities as recommended by the Management Committee.

The DISTRICT, if recommended by the Management Committee, may act on behalf of the Co-permittees as applicant in preparing and submitting grant proposals, and may act as administrator for any awarded grant funds.

The DISTRICT, if recommended by the Management Committee, will act on behalf of the Stormwater Program as the contracting party and signatory in joint agreements with other municipal stormwater programs and stakeholders for regional benefits and cooperation.

As the Principal Permittee under the MS4 Permit, the DISTRICT shall coordinate all area-wide MS4 Permit activities and manage the Stormwater Management Program by:

A. Conducting chemical, biological and bacteriological water quality monitoring on behalf of the areawide program as required by the MS4 Permit.

B. Implementing management programs, monitoring programs, and related plans as required by the MS4 Permit.

C. Preparing and submitting to the Executive Officer (SARWQCB) unified reports, plans, and programs necessary to comply with the MS4 Permit.

D. Coordinating and conducting Management Committee meetings as specified in the MSWMP.

E. Taking the lead role in initiating and developing area-wide programs and activities necessary to comply with the MS4 Permit.

F. Participating, as needed, in any subcommittees formed to facilitate MS4 Permit requirements.

G. Providing technical and administrative support and inform the Co-permittees of the progress of other pertinent municipal programs, pilot projects, research studies, and other information to facilitate implementation of Co-permittees' stormwater program.

H. Coordinating the implementation of area-wide Stormwater Management Program activities such as a monitoring program, public education, and pollution prevention.

I. Gathering and disseminating information on the progress of statewide municipal stormwater programs and evaluate the information for potential use in the execution of the MS4 Permit.

J. Monitoring the implementation of the plans and programs required by the MS4 Permit and determine their effectiveness in attaining water quality standards.

K. Coordinating with SARWQCB activities pertaining to implementation of the MS4 Permit, including the submittal of all required reports, plans, and programs.

L. Soliciting and coordinating public input for any major proposed stormwater management programs and implementation plans.

M. Developing and implementing mechanisms, performance standards, etc., to promote consistent implementation of Best Management Practices among the Permittees.

N. Cooperating in watershed management programs and regional and/or statewide monitoring programs.

IV. Co-permittee Responsibilities. The Co-permittees shall support the Principal Permittee by:

A. Preparing and submitting to the Principal Permittee in a timely manner all required information necessary to comply with permit reporting requirements. Timely completion of Permittee annual report information is considered meeting the deadline if received on or before September 15th of each reporting year.

B. Notifying the Principal Permittee immediately, in writing, of any changes to the designated representative to the Management Committee.

C. Reviewing and commenting on all plans, strategies, management programs, and monitoring programs, as developed by the Principal Permittee or a subcommittee of the Management Committee.

D. Conducting and/or coordinating with the Principal Permittee on any surveys or characterizations needed to identify pollutant sources from specific drainage areas.

V. Compliance Responsibilities. The DISTRICT, COUNTY and CITIES are individually responsible for implementing all MS4 Permit requirements within their respective jurisdictions. The Management Committee does not assume any responsibility for implementing the Stormwater Management Programs for the Principal Permittee or any other Permittee or for ensuring that the Principal Permittee or the Co-permittees implement programs consistent with the recommendations of the Management Committee.

VI. Indemnification and Insurance. Each party shall indemnify, defend, and hold harmless the other parties to this AGREEMENT from and against any and all liability and expense arising from any act or omission of the indemnifying party, its authorized officers, employees, agents, and volunteers in connection with the performance of this AGREEMENT, including, but not limited to reasonable defense costs, reasonable legal fees, claims, actions, damages, liability, and causes of action for damages of any nature whatsoever; provided, however, that no party shall indemnify another party for that party's own negligence or willful misconduct.

In the event a party, or parties, to this AGREEMENT is/are found to be comparatively at fault for any claim, action, loss or damage which results from their respective obligations under this AGREEMENT, the party, or parties shall indemnify the other party/parties to the extent of its/their comparative fault. Furthermore, if a party attempts to seek recovery from the other for Workers' Compensation benefits paid to an employee, the parties agree that any alleged negligence of the employee shall not be construed against the employer of that employee.

The parties to this AGREEMENT are authorized self-insured public entities for purposes of Professional Liability, Automobile Liability, General Liability, and Workers' Compensation and warrant that through their programs of self-insurance, they have adequate coverage or resources to protect against liabilities arising out of their performance under this Agreement.

VII. Program Costs. The responsibilities for payment of all shared costs of equipment, services, contracted analytical services, and the cost of implementing the MS4 Permit, shall be distributed among the DISTRICT, COUNTY, and CITIES as follows:

A. The DISTRICT shall contribute 5% of the annual Program Costs; the other Permittees shall be responsible for the remaining 95% of the Program Costs.

B. The annual budget shall separate program costs into four Program Areas:

1. *Monitoring*, which shall include any water quality and hydrographic monitoring and laboratory analyses.

2. *Public Education*, which shall include all public outreach programs.

3. *Program Management & Regulatory Activities,* which includes administrative, reporting and regulatory activities.

4. *Training,* which addresses any training conducted to implement the stormwater management program.

C. The Principal Permittee shall prepare and implement an annual operating budget with the participation of the Permittees. The budget year shall coincide with the fiscal year of the DISTRICT, July 1 - June 30.

1. The Principal Permittee will forward the annual operating budget for the forthcoming year to the Co-permittees for review and approval. The review period shall be from the first business day of November to the first business day of December of each year. During the review period, the Co-permittees may provide written comments on the budget to the Principal Permittee. The Fiscal Subcommittee will review the comments on the budget and endorse a draft budget for Management Committee approval. The Management Committee will consider the draft budget for approval at the January meeting. An affirmative response from a majority of the total number of authorized representatives or authorized alternates is required for approval.

D. For Fiscal Year 2010/11, the Permittees cost share shall be as follows:

PERMITTEE	PERCENTAGE SHARE
Big Bear Lake	1.98
Chino	4.59
Chino Hills	5.08
Colton	3.48
Fontana	7.45
Grand Terrace	0.80
Highland	2.21
Loma Linda	1.36
Montclair	2.19
Ontario	11.99
Rancho Cucamonga	9.81
Redlands	4.84
Rialto	5.58
San Bernardino	12.13
Upland	5.05

PERMITTEE	PERCENTAGE SHARE
Yucaipa	3.42
County	13.04
District	5.00
TOTAL	100

E. For Fiscal Year 2011/12, and all subsequent fiscal years the Permittees cost share shall be determined annually according to the methodology provided in Appendix A.

F. For Fiscal Year 2011/12, and all subsequent fiscal years, the Permittees annual cost share shall be calculated by November 1 of each year and shall be included in the annual budget proposal.

G. The DISTRICT shall invoice each CITY and the COUNTY for its annual deposit after July 1, the start of the fiscal year. Each CITY and the COUNTY shall pay the deposit within 30 days of the date of the invoice. Each CITY's and the COUNTY's deposit shall be based on their prorated share of the approved annual budget, reduced for any surplus identified in the prior fiscal year-end accounting.

H. The DISTRICT shall make reasonable efforts to inform the Management Committee during the fiscal year of potential exceedances of the approved budget that may require the Parties to increase the deposits. If at any time during a fiscal year the program costs exceed the sum of the deposits, the DISTRICT shall submit invoices to the CITIES and the COUNTY to recover the deficit. The share for each CITY and the COUNTY shall be prorated according to the formula above (see Paragraphs D and E of this Section). Each CITY and COUNTY shall pay the invoice within 30 days of the billing date.

I. The DISTRICT shall prepare a fiscal year end accounting at the end of each fiscal year and distribute copies to the Permittees for their review by October 31 of that year. Permittees shall have 30 calendar days from the date of their receipt of the fiscal year end accounting to dispute in writing or concur with the findings. If the fiscal year end accounting results in costs exceeding the sum of the deposits (including interest earnings), the DISTRICT shall invoice each CITY and the COUNTY for its prorated share of the excess cost. Each CITY and the COUNTY shall pay the billing within 30 days of the date of the invoice. If the fiscal year end accounting results in the sum of the deposits (including interest earnings) exceeding

costs, the excess deposits will carry forward to reduce the billings for the following year.

J. Upon termination of the program, a final accounting shall be performed by the DISTRICT. If costs exceed the sum of the deposits (including interest earnings), the DISTRICT shall invoice each CITY and the COUNTY for its prorated share of the excess. Each CITY and the COUNTY shall pay the invoice within 30 days of the date of the invoice. If the sum of the deposits (including interest earnings) exceeds the costs, the DISTRICT shall reimburse to each CITY and the COUNTY its prorated share of the excess (including any interest earnings remaining), within 30 days of the final accounting.

K. Each CITY and the COUNTY shall bear the financial responsibility for implementing the program within its jurisdictional boundaries, including any applicable MS4 permit fees, as outlined in Section V .

L. The annual administrative costs (includes actual hourly rate plus overhead) incurred by the DISTRICT shall be included in the budget for the Areawide Program Costs and paid according to this Section, Section III and Appendix A.

M. The financial responsibility for this AGREEMENT will be effective on the date this AGREEMENT takes effect.

VIII. Term of the AGREEMENT. The term of the AGREEMENT coincides with the term of the current MS4 Permit (Order No. R8-2010-0036). The renewal process of the Implementation Agreement shall begin at the same time as the initiation of the Report of Waste Discharge renewal and shall be completed within 6 months from the SARWQCB approval date of the MS4 Permit that follows Order No. R8-2010-0036. This AGREEMENT shall therefore take effect on the date it is approved by all parties and shall terminate 6 months after SARWQCB approval of the MS4 Permit that follows Order No. R8-2010-0036.

IX. Additional Parties. Any city or other entity which wishes to be a Permittee on the San Bernardino County MS4 Permit that was issued by SARWQCB shall agree to the provisions in this funding agreement and shall sign this AGREEMENT prior to being included in the permit. The date of initiation, for determining participant costs for any new Permittee shall be the date of inclusion in the San Bernardino County MS4 Permit issued by SARWQCB. The cost for adding any additional Permittee to the program, including additional permit and processing fees, shall be paid by the added Permittee. Monies, if any, to be reimbursed to the existing Permittees shall be credited to their respective annual program operating fees for the following budget year.

X. Withdrawal from the AGREEMENT. A Permittee may withdraw from this AGREEMENT at the end of any fiscal year with written notice being received by the DISTRICT 90 days prior to the end of the fiscal year. A withdrawing Permittee will not be allowed refunds for tasks, projects or studies already underway in which funds have

been obligated for the fiscal year. Upon completion of tasks, projects or studies undertaken or on-going, if any funds are not expended, a refund of the share of the balance shall be paid within sixty (60) days thereafter to the withdrawing Permittee.

The withdrawing Permittee shall be responsible for all assessed penalties as a consequence of withdrawal. The cost allocations to the remaining members will be calculated in the following budget year.

XI. Breach. Failure to comply with the terms of this AGREEMENT is a breach of the agreement. If a breach is not cured within ninety (90) days after receiving a notice to cure the breach by a permittee, permittee in breach may be terminated from this AGREEMENT by a majority vote of the Management Committee.

XII. Non-compliance with MS4 Permit Requirements. Any Permittee found in non-compliance with the conditions of the MS4 Permit within their jurisdictional responsibilities shall be solely liable for any assessed penalties, pursuant to Section 13385 of the Water Code. Penalties that apply to all the Permittees shall be assessed according to the formula in Appendix A.

XIII. Legal Action/Costs/Attorney Fees. Where any legal action is necessary to declare any party's rights hereunder or enforce any provision hereof for any damages by reason of an alleged breach of any provisions of this AGREEMENT, each party shall bear its own attorney's fees and costs incurred in conjunction with such legal action regardless of who is found to be the prevailing party. This section shall not apply to those costs and attorney's fees arising from any third party legal action against a party hereto and payable under Section VI, Indemnification and Insurance.

XIV. Amendments to the AGREEMENT. This AGREEMENT may be amended by consent to a two-thirds majority of the Permittees (rounded to the nearest whole number). Amendments to this AGREEMENT may be adopted and executed concurrently, and shall become effective upon its execution by a majority of the Permittees as defined above.

XV. Authorized Signatories: Each Permittee will determine by either resolution or ordinance who will be the authorized signatory. This person shall be authorized to execute the application(s) for MS4 Permit(s) and take all other procedural steps necessary to file the application(s) for MS4 Permits.

XVI. Notices. All notices shall be deemed duly given if delivered by hand; or five (5) working days after deposit in the U.S. Mail, certified mail, return receipt requested.

XVII. Governing Law. This AGREEMENT will be governed and construed in accordance with laws of the State of California. If any provision or provisions of this AGREEMENT shall be held to be invalid, illegal or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired hereby. Any legal action which arises out of or is in any way related to this AGREEMENT shall be brought in the Superior Court of the County of San Bernardino.

XVIII. Consent to Breach not Waiver. No term or provision hereof shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by any Permittee to have waived or consented. Any consent by any Permittee to, or waiver of, a breach by the other whether expressed or implied, shall not constitute a consent to, waiver of, or excuse for any other different or subsequent breach.

XIX. American Recovery and Reinvestment Act of 2009 ("ARRA"). DISTRICT, while acting as the Stormwater Program Administrator, shall include in any contract funded in whole, or in part, by ARRA provisions that substantially conform to the following:

A. Use of ARRA Funds and Requirements. This Contract may be funded in whole or in part with funds provided by the American Recovery and Reinvestment Act of 2009 ("ARRA"), signed into law on February 17, 2009. Section 1605 of ARRA prohibits the use of recovery funds for a project for the construction, alteration, maintenance or repair of a public building or public work (both as defined in 2 CFR 176.140) unless all of the iron, steel and manufactured goods (as defined in 2 CFR 176.140) used in the project are produced in the United States. A waiver is available under three limited circumstances: (i) Iron, steel or relevant manufactured goods are not produced in the United States in sufficient and reasonable quantities and of a satisfactory quality; (ii) Inclusion of iron, steel or manufactured goods produced in the United States will increase the cost of the overall project by more than 25 percent; or (iii) Applying the domestic preference would be inconsistent with the public interest. This is referred to as the "Buy American" requirement. Request for a waiver must be made to the DISTRICT for an appropriate determination.

Section 1606 of ARRA requires that laborers and mechanics employed by contractors and subcontractors on projects funded directly by or assisted in whole or in part by and through the Federal Government pursuant to ARRA shall be paid wages at rates not less than those prevailing on projects of a character similar in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act (40 U.S.C. 31). This is referred to as the "wage rate" requirement.

The above described provisions constitute notice under ARRA of the Buy American and wage rate requirements. Contractor must contact the DISTRICT contact if it has any questions regarding the applicability or implementation of the ARRA Buy American and wage rate requirements. Contractor will also be required to provide detailed information regarding compliance with the Buy American requirements, expenditure of funds and wages paid to employees so that the DISTRICT may fulfill any reporting requirements it has under ARRA. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the DISTRICT pursuant to this provision. Failure to do so will be deemed a

default and may result in the withholding of payments and termination of this Contract.

Contractor may also be required to register in the Central Contractor Registration (CCR) database at http://www.ccr.gov and may be required to have its subcontractors also register in the same database. Contractor must contact the DISTRICT with any questions regarding registration requirements.

B. Schedule of Expenditure of Federal Awards. In addition to the requirements described in "Use of ARRA Funds and Requirements," proper accounting and reporting of ARRA expenditures in single audits is required. Contractor agrees to separately identify the expenditures for each grant award funded under ARRA on the Schedule of Expenditures of Federal Awards (SEFA) and the Data Collection Form (SF-SAC) required by the Office of Management and Budget Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations." This identification on the SEFA and SF-SAC shall include the Federal award number, the Catalog of Federal Domestic Assistance (CFDA) number, and amount such that separate accountability and disclosure is provided for ARRA funds by Federal award number consistent with the recipient reports required by ARRA Section 1512 (c).

In addition, Contractor agrees to separately identify to each subcontractor and document at the time of sub-contract and at the time of disbursement of funds, the Federal award number, any special CFDA number assigned for ARRA purposes, and amount of ARRA funds.

Contractor may be required to provide detailed information regarding expenditures so that the DISTRICT may fulfill any reporting requirements under ARRA described in this section. The information may be required as frequently as monthly or quarterly. Contractor agrees to fully cooperate in providing information or documents as requested by the DISTRICT pursuant to this provision. Failure to do so will be deemed a default and may result in the withholding of payments and termination of this Contract.

XX. Applicability of Prior Agreements. This document constitutes the entire AGREEMENT between the Permittees with respect to the subject matter; all prior agreements, representation, statements, negotiations, and undertakings are superseded hereby.

XXI. Execution of the AGREEMENT. This AGREEMENT may be executed in counterpart and the signed counterparts shall constitute a single instrument.

XXII. No Separate Entity. This AGREEMENT established a framework for PERMITTEE cooperation on storm water issues. Nothing in this AGREEMENT shall be construed to create an entity separate from the local agencies that join in this cooperative effort.

565 IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first
566 above written.
567
568 **EACH PERMITTEE'S SIGNATURE PAGE IS ATTACHED HERETO.**
569

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first above written.

SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT

Josie Gonzales, Chair, Board ~~of Directors~~ Supervisors

Dated: JUN 28 2011

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
Laura H. Welch, Secretary

By _____
Deputy

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD
LAURA H. WELCH
Clerk of the Board of Supervisors
of the County of San Bernardino
By _____
Deputy

APPROVED AS TO LEGAL FORM

JEAN RENE BASLE
County Counsel

By: _____
CHARLES S. SCOLASTICO
Principal Assistant County Counsel

Date: 5-25-11

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first above written.

COUNTY OF SAN BERNARDINO

Josie Gonzales, Chair, Board of Supervisors

Dated: JUN 2 8 2011

SIGNED AND CERTIFIED THAT A COPY OF
THIS DOCUMENT HAS BEEN DELIVERED TO
THE CHAIRMAN OF THE BOARD
Laura H. Welch
Clerk of the Board of Supervisors
of the County of San Bernardino

By _____
Deputy

APPROVED AS TO LEGAL FORM

JEAN RENE BASLE
County Counsel

By: _____
SCOTT M. RUNYAN
Deputy County Counsel

Date: 5-25-11

IN WITNESS WHEREOF, the City of Chino has executed this agreement in Chino, California, on December 7, 2010.

CITY OF CHINO:

By: _____
City Manager

Date: 12.16.10

Approved as to Content:

By: _____
Director of Public Works

Date: 12.7.2010

Attest:

By: _____
City Clerk

Date: 12-16-10

Approved as to Form:

By: _____
Asst. City Attorney

Date: 12/02/10

IN WITNESS WHEREOF, the Agreement has been executed this 14th day of December, 2010.

CITY OF CHINO HILLS:

By: _____
ED GRAHAM, MAYOR

ATTEST:

_____
MARY M. McDUFFEE, CITY CLERK

APPROVED AS TO FORM:

_____
MARK D. HENSLEY, CITY ATTORNEY

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first above written.

CITY OF COLTON

ROD FOSTER
City Manager

ATTEST:

EILEEN C GOMEZ
City Clerk

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first above written.

CITY OF FONTANA, a California municipal corporation

By: _____
Kenneth R. Hunt, City Manager

Dated: _____

ATTEST:

By: _____
Tonia Lewis, City Clerk

ATTEST AS TO LEGAL FORM:

BEST BEST & KRIEGER LLP

By: _____
City Attorney

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT as of the dates set out.

Executed this 9th Day of November, 2010.

By: Maryetta Ferré

Maryetta Ferré
Mayor
City of Grand Terrace

Attest: Brenda Mesa

Brenda Mesa
City Clerk

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first above written.

Executed this 3RD day of February, 2011.

Larry McCallon
Mayor

ATTEST:

Elizabeth Hughes, CMC
City Clerk
City of Highland

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first above written.

PLEASE INSERT YOUR AGENCY'S STANDARD SIGNATURE PAGE.

Approved the 12th day of April 2011.

CITY OF LOMA LINDA

R L Rigsby MD

Rhodes Rigsby, Mayor

ATTEST:

Pamela Byrnes-O'Camb

Pamela Byrnes-O'Camb
City Clerk

XX. **Applicability of Prior Agreements.** This document constitutes the entire AGREEMENT between the Permittees with respect to the subject matter; all prior agreements, representation, statements, negotiations, and undertakings are superseded hereby.

XXI. **Execution of the AGREEMENT.** This AGREEMENT may be executed in counterpart and the signed counterparts shall constitute a single instrument.

XXII. **No Separate Entity.** This AGREEMENT established a framework for PERMITTEE cooperation on stormwater issues. Nothing in this AGREEMENT shall be construed to create an entity separate from the local agencies that join in this cooperative effort.

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first above written.

DISTRICT	**CITY**
SAN BERNARDINO COUNTY FLOOD CONTROL DISTRICT	**CITY OF MONTCLAIR**
By _____	By Paul M. Eaton
	Paul M. Eaton, Mayor
Date JUN 2 8 2011	Date 9-9-10
RECOMMENDED FOR APPROVAL:	**ATTEST:**
Marilyn A. Stults	Donna M. Jackson
Director of Redevelopment/ Public Works	Donna M. Jackson, City Clerk
Date 9-9-10	**APPROVED AS TO FORM:**
	Diane E. Robbins
	Diane E. Robbins, City Attorney
	Date 9-13-10

In Witness Whereof, the Agreement has been executed as of the day and year first above written. Executed this 21st day of December 2010.

CITY OF ONTARIO

By: _____
Chris Hughes
City Manager

Attest:

By: _____
Asst. City Clerk

Approved as to Form:

By: _____
John E. Brown
Best Best & Krieger LLP
City Attorney

IN WITNESS WHEREOF, the undersigned have executed this National Pollutant Discharge Elimination System Stormwater Permit Implementation Agreement, Santa Ana Region, as of the dates set out.

Executed this 15th day of December, 2010.

"CITY"

THE CITY OF RANCHO CUCAMONGA,
a municipal corporation

By: _____ 12/16/10
L. Dennis Michael, Mayor

Attest:

_____
Janice C. Reynolds, City Clerk

APPROVED AS TO FORM:
Richards, Watson & Gershon

By: _____
James Markman, City Attorney

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first above written.

CITY OF REDLANDS

Pete Aguilar, Mayor

Attest:

Sam Irwin, City Clerk

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first above written.

CITY OF RIALTO

By: _____
Grace Vargas
Mayor

Attest:

By: _____
Barbara McGee
City Clerk

Approved as to Form:

By: _____
Jimmy L. Gutierrez
City Attorney

Recommended:

By: _____
Ahmad R. Ansari, P.E.
Public Works Director/City Engineer

NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM STORMWATER PERMIT IMPLEMENTATION AGREEMENT SANTA ANA REGION.

IN WITNESS WHEREOF, the Agreement has been executed as of the day and year first above written.

ATTEST:

Rachel G. Clark
Rachel Clark, City Clerk

CITY OF SAN BERNARDINO, a Municipal Corporation

for Charles E. McNeely, City Manager

Approved as to form:

James F. Penman
City Attorney

By: James F. Penman

IN WITNESS WHEREOF, the AGREEMENT has been executed as of the day and year first above written.

CITY OF UPLAND

Stephen Dunn, Acting City Manager

Attest:

Stephanie Mendenhall, City Clerk

Approved As to Form:

William P. Curley III, City Attorney

IN WITNESS WHEREOF, the undersigned have executed this AGREEMENT

BY: _____
Liz Harris, Mayor

ATTEST: _____
City Clerk
City of Big Bear Lake

APPROVED AS TO FORM:

_____
Best, Best & Krieger
City Attorneys

SIGNATURE PAGE

IN WITNESS WHEREOF, the City and the County of San Bernardino have executed this Agreement the day and year first above written.

City of Yucaipa

Dick Riddell, Mayor — 4-21-11 Date

ATTEST:

Jennifer Shankland, General Services/ City Clerk, City of Yucaipa — 4-21-11 Date

APPROVED AS TO FORM:

City Attorney
City of Yucaipa

APPROVED AS TO CONTENT:

Greg Franklin
Director of Administrative Services
City of Yucaipa

County of San Bernardino

By its Authorized Representatives:

Name — JUN 2 8 2011 Date

Bill Hemsley, Director of Public Works/City Engineer — 4/8/11 Date

APPENDIX A

A. The DISTRICT shall pay five percent (5%) of the total annual cost, and the COUNTY and the remaining Co-permittees, collectively, shall pay the remaining ninety-five percent (95%) of the total annual cost pursuant to the formula set forth in Paragraph C, below.

B. The Permittees total annual cost share is the sum of the individual cost-shares calculated for each Program Cost Area.

C. The Permittees annual cost share for each Program Cost Area (PCA_i) shall be calculated using three cost factors:

1. *Base*, which represents the percentage of the program costs equally applied to all Permittees. The base (B) fraction is calculated as follows:

   $B = 1/N$, where N = number of Permittees

2. *Relative Population*, which represents the percentage of the program costs based on the relative population of each Permittee. Relative population (RP) of each Permittee shall be calculated annually from annual population estimates issued by the California Department of Finance (E-1 Table).

   $RP_i = (P_i/P_{total})$, where

   RP_i = relative population of Permittee (i)
   P_i = population of Permittee (i)
   P_{total} = total population for area covered by the area-wide permit

3. *Relative Land Area*, which represents the percentage of the program costs based on the relative land area of each Permittee. Relative Land Area (RLA) shall be calculated as follows:

   a. The calculation of relative land area within each Permittee's jurisdiction shall exclude land under tribal, state or federal jurisdiction, or any land excluded by the State Water Resources Control Board. Any Permittee seeking to exclude lands under this Section shall specifically request that exclusion from the Principal Permittee by providing the request in writing along with necessary documentation no later than October 1 to be considered for inclusion in the next year's annual budget. The requesting Permittee has the burden of proving entitlement to any exemption so requested.

   b. The method for calculating relative land area shall be determined from the Assessor's Parcel data provided by the COUNTY Information Services Department.

      $RLA_i = (L_i/L_{total})$, where

RLA_i = relative land area of Co-permittee (i)
L_i = land area of Co-permittee (i), less excluded lands
L_{total} = total land area under permit jurisdiction

D. The Permittee's cost share for each individual Program Cost Area is based on the relative importance of the cost factors to the Program Cost Area as identified in budget year-specific Tables 1, 2 and 3. The cost share calculation for each Program Cost Area, which will be phased in over a three year period as shown in Tables 1, 2 and 3, is as follows:

$$PCA_i = [(B * X_i * AB_i) + (RP_i * Y_i * AB_i) + (RLA_i * Z_i * AB_i)]$$

Where,

PCA_i = Permittee's cost share for PCA_i
AB_i = Annual budget for PCA_i

B = Base fraction for each Permittee
X_i = Percentage apportioned to the base for PCA_i

RP_i = Relative population of Permittee(i)
Y_i = Percentage apportioned to relative population for PCA_i

RLA_i = Relative land area of the Permittee(i)
Z_i = Percentage apportioned to relative land are for PCA_i

E. The Permittee's total annual cost share shall be calculated by summing the cost shares calculated for each individual Program Cost Area:

Permittee's annual cost share = $PCA_1 + PCA_2 + PCA_3 + PCA_4$

Table 1. Budget Year [DATE]

Program Cost Areas (PCA_i)	Percent of the Program Cost Area Apportioned to each Cost Factor		
	Base (X_i)	Relative Population (Y_i)	Relative Land Area (Z_i)
Monitoring (PCA_1)	10%	30%	60%
Public Education (PCA_2)	10%	80%	10%
Program Management & Regulatory Activities (PCA_3)	30%	50%	20%
Training (PCA_4)	30%	60%	10%

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Procedures for the Annual Phase 1 Cost Share Determination

All analysis completed using ESRI's ArcGIS Pro software. Layer and field names referenced in this methodology are given to avoid confusion. They are only suggestions. When adding or subtracting values, you may do so within ArcGIS Pro using the Field Calculator function, or within Excel.

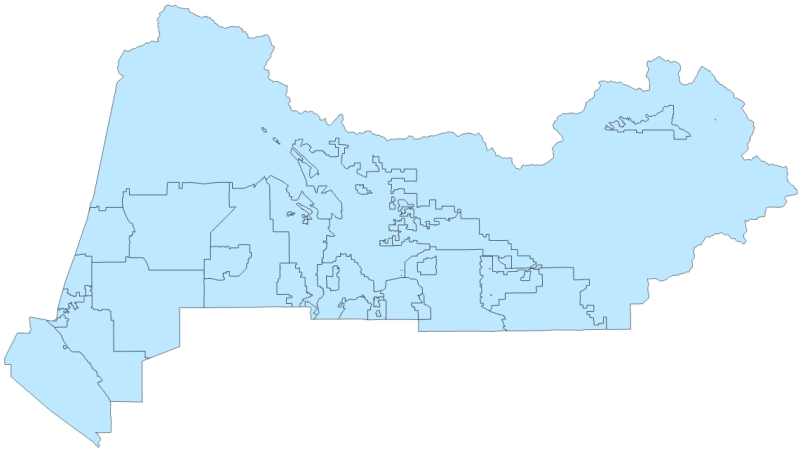
Methods for Calculating the Excluded Lands Area

I. Data needed:

- Phase 1 MS4 Boundary
- County APN file with owner attribute information (Request from County Surveyor's Office)
- Flood Control District Right of Way (FCD RW) Parcels (Request from County Surveyor's Office)
- Latest City Boundaries- https://open.sbcounty.gov/

II. Analysis

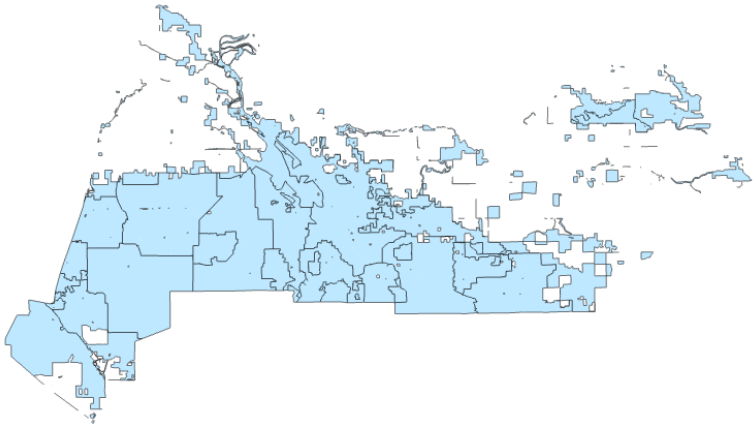
1. Begin with the Phase 1 Boundary layer. Use the Identity tool to break the Phase 1 Boundary up by the City and Unincorporated Boundaries. This will produce a new layer called "Phase1_Identity". If you get multiple rows for a city or the county, merge them. You should be left with one row for each city and a single row for the County.



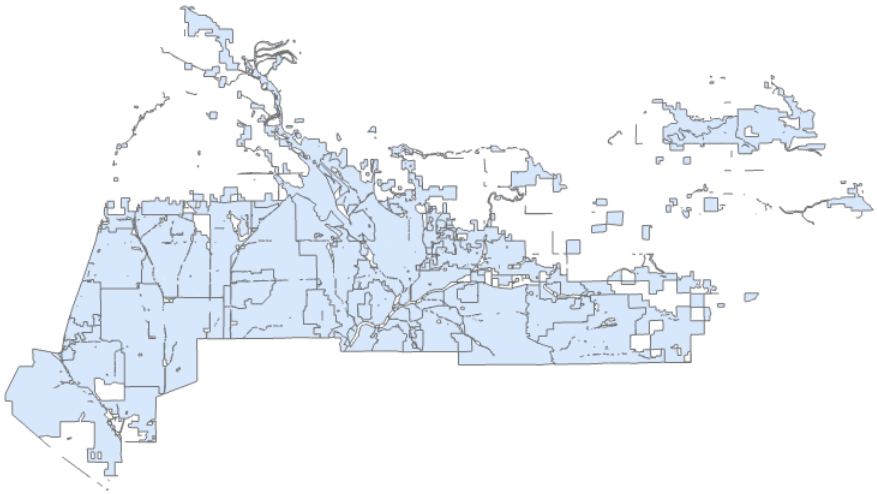
2. Open the attribute table and add a double, numerical field to this layer. Right click the new field and select 'calculate geometry' to find area (square miles).
3. Set a Definition Query on the FCD RW Layer so that only FCD Fee Owned Parcels are showing. Export the features and label it "FCDFeeOwned"
4. Use the Clip (Analysis) tool to clip the APN and FCDFeeOwned layers so that only parcels within the MS4 Phase 1 area remain.
5. At this point State, Federal, and Tribal Lands must be removed as they are excluded from the Permittee area calculations. Open the APN layer's attribute table and select all State, Federal, and Tribal Owned Lands. This is a very large file so it may be helpful to "Summarize" table by

Unique Land Owners. A list of Excluded Lands from the previous year may be used as reference, however new or differently spelled names are included every year so a thorough search of the records must be done. Once appropriate records have been selected, export selected records into a new layer called 'ExcludedLands'.

6. Use the Erase tool to erase the "ExcludedLands" from the "Phase1_Identity" Layer. The new layer produced can be titled "Phase1_EraseExcluded" and will look like this:



7. Add a new double, numerical field to the "Phase1_EraseExcluded" layer and calculate the remaining area. Then subtract the new "Phase1_EraseExcluded" areas from the "Phase1_Identity" areas. This will give you the area of the Excluded Lands within each jurisdiction.
8. Using the "Phase1_EraseExcluded" Layer as an input, use the Erase tool to erase the FCD Fee Owned Parcels as well. The new layer titled "Phase1_EraseFCDFeeOwned" will look like the photo below.



9. Add a new double, numeric field to the “Phase1_EraseFCDFeeOwned” layer and calculate the area.
10. Finally, subtract the “Phase1_EraseFCDFeeOwned” areas from the “Phase1_EraseExcluded” areas and this will give you the areas for the FCD Fee Owned Parcel within each Jurisdiction. Use these numbers to fill in the Square Mileage Totals for NPDES Phase 1 MS4 Participants spreadsheet.

Alternate Method

Instead of using the Erase function, you may complete the following steps to label the individual APNs and FCD Fee Owned Parcels and then add them together to produce overall Jurisdictional Area Values.

Steps 1-5 Remain the same.

5. Add a text field called “Jurisdiction” to both the “ExcludedLands” and “FCDFeeOwned” layers. Then use the ‘select by location tool’ to bulk select the Excluded Lands and Fee Owned Parcels within one Jurisdiction. Example- Select all Excluded Lands and Fee Owned Parcels within the City of San Bernardino.
6. Use the field calculator to add the city name to the Jurisdiction field for all the selected rows. Repeat process for each of the individual jurisdictions.
7. Once all rows have been labeled by their respective jurisdiction, you must calculate the area. Add a double, numeric field to both the “ExcludedLands” layer and the “FCDFeeOwned” layer.
8. For each layer, right click the new field and select the calculate geometry function to calculate area in square miles for both layers.
9. Add up the total square miles of Excluded Lands and FCD Fee Owned Parcel for each of the jurisdictions. Use these numbers to fill in the Square Mileage Totals for NPDES Phase 1 MS4 Participants spreadsheet.

Population

All Incorporated City populations can be found on the latest E-1 Table from the Department of Finance. The only one that must be calculated for cost share determination purposes is the Unincorporated County population.

If Census Data has not changed and no Annexations have occurred, the numbers from the previous year will not change. If Census Data changes or Annexations occur, the Phase 1 County Population is calculated by the following method.

Methods for Calculating the County Phase 1 County Population

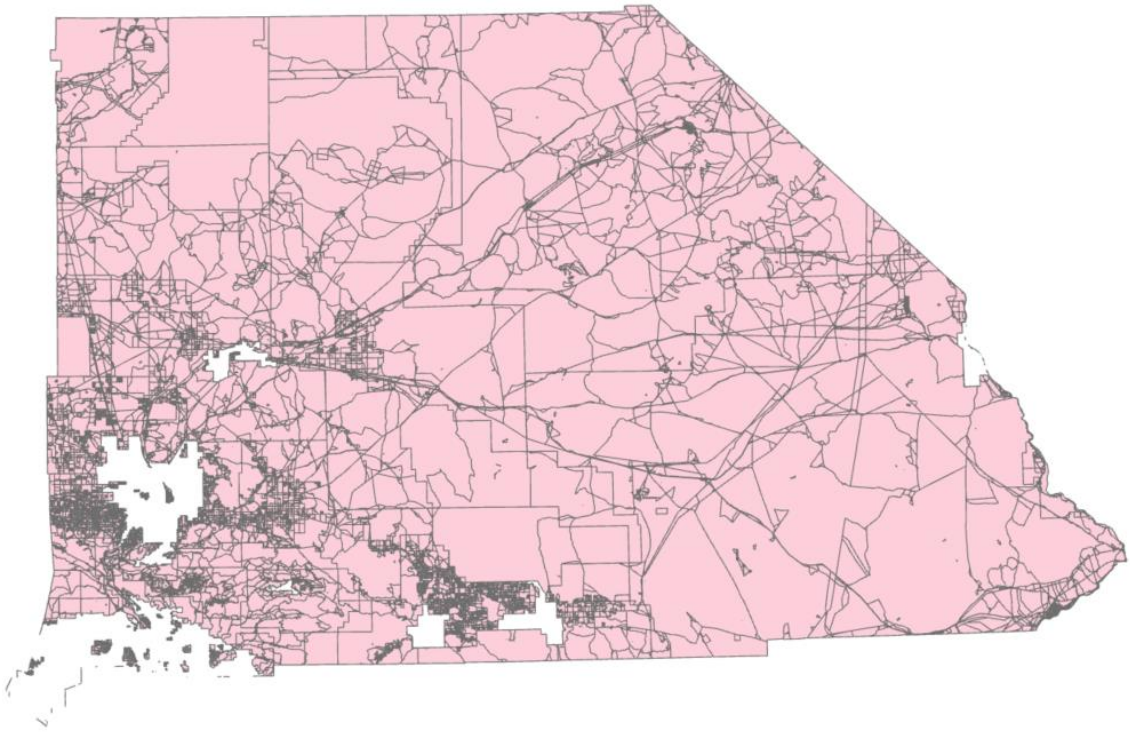
I. Data needed:

- 2020 Census Block Boundaries and Census Block Population- These can be downloaded separately from the Census website and then joined together.
- Latest City Boundaries- https://open.sbcounty.gov/

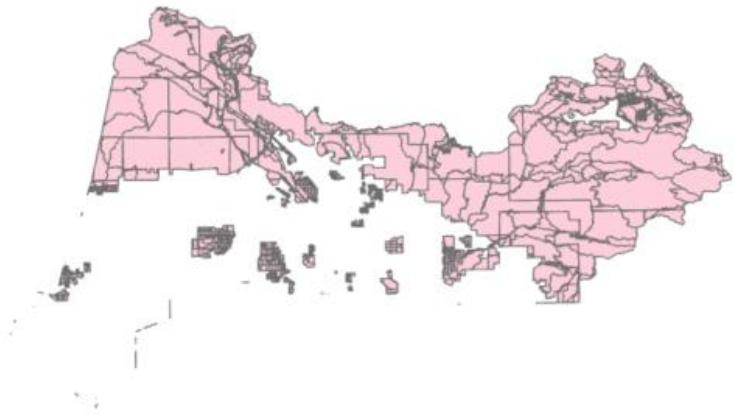
- E-1 Table 2023 from Department of Finance- You will need to reference the "Balance of County" values.

II. Analysis

1. Begin by joining the Census Block Layer with the Census Block Population Table. You will need individual population values for each Census Block to complete the next steps.
2. Open the Block layer attribute table and add a 'double' 'numeric' field called Area_sqft. Right click the newly added field and use the calculate geometry function to calculate area in square feet. Then, create another field called PopPerSqft. Right click the field and use the field calculator function to divide population by area. (TotalPop/Area(sqft))
3. Next you will use the erase tool to erase the incorporated areas. This will give you a new layer similar to the photo below. The remaining areas will be only unincorporated County.



4. Add a field to the new layer and calculate the area again. Add another field and use the field calculator to multiply the PopPerSqft Field by the new area. The sum of this field will equal the estimated Unincorporated Area Population. This will be used in step 7.
5. To find the Population of Phase 1, Clip the layer from the previous step by the Phase 1 Boundary.



6. Add a field to this layer and calculate the new area. Then, add another field and multiply new area by PopPerSqFt. The sum of this field will give you the estimated population for Phase 1. This will also be used in step 7.
7. This GIS analysis will give you the estimated population of population for Phase 1 for the year of the Census Data you use, but you must now adjust it for the current year.

	2020 Census Unincorporated Population	**% of Unincorporated Population**	**Unincorporated Population Estimates**
Phase 1 Population	119,204 Phase 1 sum from the GIS Analysis	.0463147588	137778.071 Multiply Phase 1 Percentage by Balance of County from E-1 Spreadsheet
County Balance	138,174 Total Unincorporated County Sum from the GIS Analysis	0.536852412	159703.929 Multiply County Balance Percentage by Balance of County from E-1 Spreadsheet
Total	257,378 Sum of First and Second Row		297482 Balance of County from E-1 Spreadsheet

8. Use the Unincorporated Population Estimate (highlighted number) for the County Population on the Square Mileage Totals for NPDES Phase 1 MS4 Participants spreadsheet.

Square Milage Totals for NPDES Phase 1 MS4 Participants

PERMITTEE	TOTAL AREA ALL INCLUSIVE (SQ MI)	EXCLUDED LANDS[1] (SQ MI)	FCD FEE OWNED PARCELS[2] (SQ MI)	TOTAL AREA/ALL INCLUSIVE MINUS EXCLUDED LANDS AND FCD FEE OWNED PARCELS (SQ MI)	POPULATION[3]
CITY OF BIG BEAR LAKE	6.44	0.0718	0.0273	6.3366	4,914
CITY OF CHINO[4]	29.70	6.4304	0.0875	23.1800	93,137
CITY OF CHINO HILLS	44.90	11.5871	0.2277	33.0882	77,058
CITY OF COLTON	16.12	0.0149	1.3050	14.7959	53,154
CITY OF FONTANA	43.36	0.0631	0.4326	42.8632	213,851
CITY OF GRAND TERRACE	3.53	0.0003	0.0091	3.5235	12,814
CITY OF HIGHLAND	18.68	0.9831	1.1960	16.5033	55,984
CITY OF LOMA LINDA	8.73	0.0746	0.0820	8.5744	25,228
CITY OF MONTCLAIR	5.54	0.0300	0.0079	5.5010	37,494
CITY OF ONTARIO	49.91	0.0082	0.9292	48.9683	180,717
CITY OF RANCHO CUCAMONGA	46.51	0.1928	4.3633	41.9558	173,545
CITY OF REDLANDS	36.27	0.7834	2.3612	33.1267	71,972
CITY OF RIALTO	24.12	0.0240	0.4378	23.6626	102,985
CITY OF SAN BERNARDINO	62.42	3.2463	4.0088	55.1618	223,230
CITY OF UPLAND	15.67	0.0451	0.3358	15.2844	78,376
CITY OF YUCAIPA	28.24	1.4602	0.4536	26.3241	53,991
COUNTY OF SAN BERNARDINO[5]	575.02	433.2636	1.9414	139.8188	137,778

1 Refer to 2023 List of Excluded Lands for a list of land owners excluded from area calculations
2 Refer to 2023 Excluded FCD Fee Owned Parcels excel
3 Population data from California Department of Finance, Table E-1
4 The population calculation does not include correction for the Chino Prison
5 Total Area All Inclusive equals MS4 Permit Area (1010.681404 SQ MI) minus sum of city areas.

9. Fill out the other populations using the latest Department of Finance E-1 Table. For Chino, update cell formula with the Population minus the Chino Prison Population. Be sure to include CIM and CIW in prison population.

SAN BERNARDINO COUNTY STORMWATER PROGRAM
A CONSORTIUM OF LOCAL AGENCIES
825 East Third Street, San Bernardino, California 92415-0835
(909) 387-8109 | FAX (909) 387-1841

August 4, 2026 File: 10(NPD)-2.01

MAILING LIST OF CITY MANAGERS

RE: SAN BERNARDINO COUNTY AREAWIDE STORMWATER PROGRAM BUDGET FOR FY 2026-2027; ORDER NO. R8-2010-0036, NPDES NO. CAS618036

Dear City Manager:

The Implementation Agreement for the National Pollutant Discharge Elimination System (NPDES) Program, signed and adopted on June 28, 2011, requires the San Bernardino County Flood Control District (District) to prepare an annual budget necessary to fund the implementation of the San Bernardino County Areawide Stormwater Program. The Co-Permittees in the above-referenced permit are required to share in program costs based on the cost-share formula included in the Implementation Agreement. The Fiscal Subcommittee met on October 15th, 2025, and agreed on the cost of each task for the FY26-27 budget. The Fiscal Subcommittee met on October 30th, 2025, and recommended the budget for approval by the General Management Committee. The draft budget was approved at the November 19th, 2025, General Management Meeting (17-yes, 0-no, 0-abstain, 1-not in attendance). The approved budget is comprised and funded as follows:

Task No.	Task Description	Budgeted Amount
1	Administration	$ 302,590
2	Public Education	$ 316,256
3	Areawide Program Training Activities	$ 58,055
4	Areawide Monitoring Program	$ 445,768
5	Middle Santa Ana River Bacteria TMDL Implementation	$ 155,226
6	Big Bear Lake TMDL Implementation	$ 1,045,508
7	Watershed Action Plan Preparation and Implementation	$ 0
8	Watershed Action Plan Online Geodatabase Program	$ 48,268
9	MS4 Software System	$ 0
10	Annual Areawide Program Report Preparation	$ 184,307
11	Participation in Statewide Stormwater Issues – CASQA	$ 81,369
12	Legal Assistance for Test Claim	$ 20,003
13	Permit Renewal	$ 1,220,395
14	Stormwater Monitoring Coalition - SCCWRP	$ 129,311
15	Stormwater Quality Standards Task Force	$ 173,293
16	CBRP Activities (MSAR TMDL Compliance)	$ 306,048
	Subtotal	*$ 4,486,396*
20	Contingency	$ 448,640
	Total Budget	*$ 4,935,036*
	Usage of Fund Balance, Carryover	($ 2,250,000)
	Projected Interest Revenue	($ 30,000)
	Amount to Fund	***$ 2,655,036***

- *Task 1: Administration - $ 302,590*
  This item includes apportioned labor, overhead, travel, and supplies for Principal Permittee staff in hosting meetings, representing the Stormwater Program at meetings, coordination among agencies, county counsel legal reviews of all Request for Proposals, contracts and submittal documents, clerical, and other tasks. In anticipation of the Municipal Separate Storm Sewer System (MS4) Permit renewal, this task includes funds for permit implementation efforts.

- *Task 2: Public Education Program - $ 316,256*
  This task includes SGA's public education work and is maintaining the same annual costs as last year. The balance of this line item is for overhead and labor costs for contract management, and coordination with other programs.

- *Task 3: Areawide Program Training Activities - $ 58,055*
  This item includes an allocation for training events to address various needs by Co-Permittee staff and the general public, webcasts for area-wide participation, and labor and overhead costs for contract management and coordination with other programs.

- *Task 4: Areawide Monitoring Program - $ 445,768*
  This item includes contracts for implementing the Integrated Watershed Monitoring Plan (IWMP), sampling, sample laboratory analyses and data review, and purchasing sampling equipment and supplies. The balance of this line item is for contract management and coordination with other programs. In this fiscal year, the Program will continue to implement the IWMP with the inclusion of a contract with WSP for bioassessment surveys.

- *Task 5: Middle Santa Ana River Bacteria TMDL Implementation - $ 155,226*
  This item includes contributions to the Middle Santa Ana River (MSAR) Bacteria Total Maximum Daily Load (TMDL) Task Force administrated by the Santa Ana Watershed Project Authority (SAWPA). These contributions will pay for all administrative tasks; implementation support for the Program, reporting efforts, and support to the Program in evaluating compliance (i.e. determination of Waste Load Allocations and adherence to Basin Plan Objectives for the applicable waterways) with the Santa Ana Regional Water Quality Control Board (RWQCB). Additionally, revision of the MSAR TMDL is anticipated to comply with the 2019 Statewide Bacteria Water Quality Objectives. The balance of this line item is for Principal Permittee meeting attendance, contract management, and coordination with other programs and agencies. The Stormwater Water Quality Standards Task Force (SWQSTF) was reestablished to perform the regional Fecal Indicator Bacteria (FIB) sampling. The SWQSTF is budgeted under its own separate line item (Task 15).

- *Task 6: Big Bear Lake TMDL Implementation - $ 1,045,508*
  This item includes allocations for collection and analysis of samples from Big Bear Lake proper and the surrounding watershed, and preparation of an annual report. A large portion of funding is to treat the lake with alum to reduce the nutrient levels to the standard listed in the TMDL. The balance of this line item is for Principal Permittee meeting attendance, contract management, and coordination with other programs and agencies.

- *Task 7: Watershed Action Plan Preparation and Implementation - $0*
  No work is anticipated for FY 2026-27.

- *Task 8: Watershed Action Plan Online Geodatabase Program – $ 48,268*
  In FY 2021-2022, the Online Geodatabase transitioned from a Silverlight platform due to the ArcGIS Online platform. This item includes allocations for the technical support for the ArcGIS Online platform, hosting, updates, and renewal of the ESRI license. The balance of this line item is for contract management, and coordination with other programs and agencies.

- *Task 9: MS4 Software System - $ 0*
  No work is anticipated for FY 2026-27.

- *Task 10: Annual Report Preparation - $ 184,307*
  This item includes allocations for the preparation of an annual report containing the Program's activities, including data gathering, chart creation, report review, response to comments from Permittees on initial drafts and delivery of the final report to the RWQCB. In addition, this allocation provides for updating the Program's Municipal Stormwater Management Plan. The balance of this line item is for contract management, and coordination with other programs and agencies.

- *Task 11: Participation in Statewide Stormwater Issues – CASQA - $ 81,369*
  This item includes allocations for participation in California Stormwater Quality Association (CASQA), which promotes the interests of statewide stormwater programs and works with state and federal regulators. This item includes paying the registration fee for one representative from each jurisdiction to attend the CASQA annual conference (Sacramento), Program annual membership dues, and subscription to the Construction General Permit and Industrial General Permit Portals (providing access for all Permittees), as well as labor and travel costs for Principal Permittee meeting attendance and report review.

- *Task 12: Legal Assistance for Test Claim – $ 20,003*
  This item includes allocations for outside Counsel to provide initial assistance to the Program in their Test Claim filed with the Commission of State Mandates, challenging certain provisions of our Permit as unfunded State mandates. The balance of this line item is for periodic status updates, contract management, and coordination with other programs and agencies.

- *Task 13: Permit Renewal – $ 1,220,395*
  This item includes initial allocations for the retention of outside counsel and consultants to assist the Program in their extensive review of the proposed permit requirements and negotiations with the RWQCB. After approximately seven (7) years of permit renewal hiatus, the RWQCB have initiated the renewal process on a Regional Santa Ana Permit for San Bernardino, Orange, and Riverside Counties. The allocation provides the Program the ability to fund permit renewal assistance and implementation once the permit is adopted. The balance of this line item is for the Principal Permittee to attend meetings with the RWQCB, contract management, and coordination with Riverside County, Orange County, and other interested parties, as they relate to the Permit renewal process.

- *Task 14: Stormwater Monitoring Coalition (SMC) – Southern California Coastal Water Research Project (SCCWRP) (Regional Monitoring Programs) – $ 129,311*
  This item includes allocations for participation in various SMC projects, including determination of a 5-year research agenda, oversight of the LID BMP Evaluation Project, and activities that provide benefit to the Permittees through cost effective collection and analysis of water quality data on a regional scale. The balance of this line item is for Principal Permittee meeting attendance, contract management, and coordination with other programs and agencies.

- *Task 15: Stormwater Quality Standards Task Force - $ 173,293*
  As stated in the MSAR TMDL Task Force item description (Task 5 above), this item includes an allocation to perform regional water quality sampling for FIB in the Santa Ana River Watershed, as required in the Basin Plan Amendment. The balance of this line item is for Principal Permittee task force meeting coordination and attendance, contract management, and coordination with other programs and agencies.

- *Task 16: CBRP Activities (MSAR TMDL Compliance) – $ 306,048*
  This item includes allocations for performing compliance activities outlined in the RWQCB-approved Comprehensive Bacterial Reduction Plan (CBRP), including conducting special studies, laboratory analyses, Illegal Connection, and Illicit Discharge (IC/ID) inspection support and documentation of dry weather flow conditions within the watershed. The balance of this line item is for Principal Permittee task force meeting coordination and attendance, contract management, and coordination with other programs and agencies. This line item includes allocation for permit implementation assistance.

- *Contingency Fund - $ 448,640*
  This item is based on 10% of the total Areawide Stormwater Program Budget and shall be used to fund unforeseen activities and programs, as necessitated by the RWQCB and the Permit.

- *Fund Balance Carryover and Interest Revenue – ($ 2,280,000)*
  This item includes anticipated annual interest earned on our account balance. Fund balance carryover will be incorporated towards the Co-Permittees' FY 26-27 cost shares.

The Program Co-Permittees worked diligently to establish a reasonable cost structure that maintains compliance with multiple current Permit requirements. This budget was prepared to fund ongoing Program activities, anticipating negligible changes in the level of effort required for compliance. After a delay in the permit renewal process since 2015, the Co-Permittees are engaged in a permit renewal process for a Regional MS4 Permit with the Regional Board. On December 21, 2021, RWQCB Staff released a Staff Working Proposal to the Tri-County Group (made up of the Co-Permittees and our counterparts at Riverside and Orange Counties) for initial review and comments. Then on March 1st 2024, a Draft Tentative Order was released with a 60-day comment period ending on May 4th 2024. In response to public comments made during a March 14th RWQCB Workshop, the deadline was extended to July 3rd, 2024. The Tri-County Group submitted a comment letter and redlines of the TO during this timeframe. Following the comment period, the Regional Board held 6 workshops (two per County respectively) to discuss issues raised in the redlines and comment letters from the jurisdictions. As of the date of this letter, the Tri County Group received a new draft tentative order on May 5th, 2026 and was given a 75-day public comment period. Response to comments was also released and we have had additional meetings with regional board staff to go over remaining issues with permit language. We anticipate adoption of the permit in 2026, but there are a few changes that still need to be addressed.

In Fiscal Year 2024-2025, the District's overhead rate was 117% due to increased District indirect costs and decreased direct costs. In 2024, the Budget Officer made the decision to reduce the rate to the initial rate found in the Implementation Agreement. The adopted budget of November 19th, 2025, includes the adjusted Overhead Rate of 60.06%.

Based on the following cost share table, the District will invoice each Co-Permittee for their corresponding annual cost share in August 2026.

Co-Permittee	2026-27 Contribution	2026-27 Cost Share, %
City of Big Bear Lake	$ 35,201.00	1.33
City of Chino	$ 127,254.00	4.79
City of Chino Hills	$ 141,514.00	5.33
City of Colton	$ 83,857.00	3.16
City of Fontana	$ 248,542.00	9.36
City of Grand Terrace	$ 33,140.00	1.25
City of Highland	$ 90,149.00	3.40
City of Loma Linda	$ 52,943.00	1.99
City of Montclair	$ 52,458.00	1.98
City of Ontario	$ 242,485.00	9.13
City of Rancho Cucamonga	$ 220,869.00	8.32
City of Redlands	$ 139,323.00	5.25
City of Rialto	$ 135,797.00	5.11
City of San Bernardino	$ 279,843.00	10.54
City of Upland	$ 100,282.00	3.78
City of Yucaipa	$ 112,300.00	4.23
County of San Bernardino	$ 426,328.00	16.05
SB County Flood	$ 132,751.00	5.00
Total	***$ 2,655,036.00***	***100***

If you have any questions or need additional information, please contact Christopher Bland, Stormwater Program Manager, at (909) 387-8109 or Christopher.Bland@dpw.sbcounty.gov.

Sincerely,

NOEL CASTILLO, P.E.
Director of Public Works, Chief Flood Control Engineer

NC:ABC:CB:aa

Cc: NPDES Permittee Representatives
Luther Snoke – Chief Executive Officer, County Administrative Office
Michael Vu – Assistant Executive Officer, County Administrative Office
Moe Yousif – Deputy Executive Officer, County Administrative Office
Noel Castillo – Director, Chief Flood Control Engineer, DPW
Byanka Velasco – Assistant Director, DPW
Mervat Mikhail – Deputy Director of Project Delivery, DPW
Ora Jex– Administrative Manager, Administrative Services Division, DPW
Brandon Camacho – Budget Officer, Administrative Services Division, DPW
Martha Morgan – Staff Analyst II, Environmental Management Division, DPW

FINAL FY 2026 - 2027 BUDGET AND COST SHARING ALLOCATION

			26-27 BUDGET	25-26 BUDGET	24-25 Actual Exp
TASK 1 - ADMINISTRATION (RLF - 099 - F01343)					
1a	F01343	Labor (Coordination, host management meetings, represent program at meetings, clerical)	$ 150,000.00	$ 150,000.00	$ 93,512.88
1b	F01343	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)	$ 90,090.00	$ 90,090.00	$ 56,188.25
1c	F01343	Motor Pool	$ 500.00	$ 500.00	$ -
1d	F01343	Administrative Supplies (including materials and expenses)	$ 2,000.00	$ 2,000.00	$ 64.32
1e	F01343	County Counsel (review of RFP, RFQ, Agreements, letters and other regulatory opinion)	$ 60,000.00	$ 60,000.00	$ 22,082.42
1f	F01343	State and Local Permit Implementation Efforts			
SubTotal Task 1 - Administration			**$ 302,590**	**$ 302,590**	**$ 171,848**
TASK 2 - PUBLIC EDUCATION PROGRAM (RLF - 099 - F02399)					
2a	F02399	Labor (attend subcommittee meetings, document preparation and review, contract management)	$ 10,000.00	$ 10,000.00	$ 2,255.86
2b	F02399	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)	$ 6,006.00	$ 6,006.00	$ 1,354.87
2c	F02399	Motor Pool	$ 250.00	$ 250.00	$ -
2d	F02399	Outreach Assistance - (SGA, Contract No. 20-544; Expires FY 2024 - 2025)	$ 300,000.00	$ 300,000.00	$ 274,870.80
SubTotal Task 2 - Public Education Program			**$ 316,256**	**$ 316,256**	**$ 278,482**
TASK 3 - AREAWIDE PROGRAM TRAINING ACTIVITIES (RLF - 099 - F02398)					
3a	F02398	Labor (attend subcommittee meetings, document preparation and review, contract management)	$ 8,000.00	$ 8,000.00	$ 1,811.82
3b	F02398	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)	$ 4,804.80	$ 4,804.80	$ 1,088.18
3c	F02398	Motor Pool	$ 250.00	$ 250.00	$ 96.00
3d	F02398	NPDES Training Events (Contracts TBD)	$ 40,000.00	$ 40,000.00	$ 9,710.62
3e	F02398	Web-Cast Training Events for Permittee participation	$ 5,000.00	$ 5,000.00	$ -
3f	F02398	Miscellaneous Training Items			$ -
SubTotal Task 3 - Training Activities			**$ 58,055**	**$ 58,055**	**$ 12,707**
TASK 4 - AREAWIDE MONITORING PROGRAM (RLF - 099 - F01777)					
4a	F01777	Labor (contract management, review data from laboratory, RFP prep, document review)	$ 30,000.00	$ 30,000.00	$ 5,796.89
4b	F01777	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)	$ 18,018.00	$ 18,018.00	$ 3,481.61
4c	F01777	Motor Pool	$ 250.00	$ 250.00	$ -
4d	F01777	Sampling Activities - (WSP, Contract No. 4400025853; Expires FY 2028-2029)	$ 105,000.00	$ 105,000.00	$ 74,386.24
4e	F01777	Laboratory Analyses - (BSK Labs, Contract No. 24-624; Expires FY 2028-2029)	$ 100,000.00	$ 100,000.00	$ 68,114.45
4f	F01777	Hydromodification Monitoring	$ -	$ -	$ -
4g	F01777	Capital Equipment Purchase / Miscellaneous sampling materials / Maintenance	$ 2,500.00	$ 2,500.00	$ 258.13
4h	F01777	Consulting Assistance - IWMP, Permit renewal assistance (Contract TBD)	$ 40,000.00	$ 40,000.00	$ -
4i	F01777	Bioassessment Monitoring (WSP, Contract No. 4400021536; Expires FY 2026-2027)	$ 150,000.00	$ 150,000.00	$ 22,868.60
SubTotal Task 4 - Areawide Monitoring			**$ 445,768**	**$ 445,768**	**$ 174,906**

FINAL FY 2026 - 2027 BUDGET AND COST SHARING ALLOCATION

				26-27 BUDGET	25-26 BUDGET	24-25 Actual Exp
TASK 5 - MIDDLE SANTA ANA RIVER BACTERIA TMDL IMPLMENTATION (RLF - 099 - F01778)						
5a	F01778	Labor (representation at task force and subcommittee meetings, contract management, report review)		$ 30,000.00	$ 30,000.00	$ 2,217.31
5b	F01778	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)		$ 18,018.00	$ 18,018.00	$ 1,331.72
5c	F01778	Motor Pool		$ 250.00	$ 250.00	$ -
5d	F01778	MSAR TMDL Contributions to SAWPA to adminster the TMDL program for watershed stakeholders		$ 106,958.00	$ 202,358.00	$ 113,447.00
5e	F01778	Sampling Activities - (Consultant and Contract TBD)		$ -	$ -	$ -
5f	F01778	Laboratory Analyses - (Contract TBD; covered under CBRP)		$ -	$ -	$ -
SubTotal Task 5 - MSAR TMDL Monitoring Program				**$ 155,226**	**$ 250,626**	**$ 116,996**
TASK 6 - BIG BEAR LAKE NUTRIENT TMDL IMPLEMENTATION (RLF - 099 - F01779)						
6a	F01779	Labor (attend subcommittee meetings, document preparation and review, contract management)		$ 12,500.00	$ 12,500.00	$ 2,454.78
6b	F01779	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)		$ 7,507.50	$ 7,507.50	$ 1,474.34
6c	F01779	Motor Pool		$ 500.00	$ 500.00	$ 32.00
6d	F01779	In-Lake Sampling Activities - BBMWD (Contract No. 4400022702, expires FY27-28)		$ 50,000.00	$ 50,000.00	$ 37,012.44
6e	F01779	Laboratory Analyses - (BSK Labs, Contract No. 24-624; Expires FY 2028-2029)		$ 120,000.00	$ 120,000.00	$ 80,735.50
6f	F01779	BBL Annual Report Preparation (CGRME, PO#)		$ 30,000.00	$ 30,000.00	$ 24,853.00
6g	F01779	TMDL Implementation Support (CGRME, PO#)		$ 25,000.00	$ 25,000.00	$ 1,356.25
6h	F01779	BBL Alum Application		$ 800,000.00		
SubTotal Task 6 - BBL TMDL Program				**$ 1,045,508**	**$ 245,508**	**$ 147,918**
TASK 7 - WATERSHED ACTION PLAN PREPARATION AND IMPLEMENTATION (RLF - 099 - F02390)						
7a	F02390	Labor (attend subcommittee meetings, document preparation and review, contract management)		$ -	$ -	$ -
7b	F02390	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)		$ -	$ -	$ -
7c	F02390	Motor Pool		$ -	$ -	$ -
7d	F02390	WAP Update, WMP development		$ -	$ -	$ -
SubTotal Task 7 - WAP Preparation / Implementation Activities				$ -	$ -	$ -
TASK 8 - WATERSHED ACTION PLAN ONLINE GEODATABASE PROGRAM (RLF - 099 - F02393)						
8a	F02393	Labor (attend subcommittee meetings, document preparation and review, contract management)		$ 30,000.00	$ 30,000.00	$ -
8b	F02393	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)		$ 18,018.00	$ 18,018.00	$ -
8c	F02393	Motor Pool		$ 250.00	$ 250.00	$ -
8d	F02393	GeoDatabase Updating and Technical Support (CWE Agreement No. 19-815)		$ -	$ -	$ -
8e	F02393	ESRI License Renewal for Geodatabase (County ISD)		$ -	$ 5,500.00	$ -
8f	F02393	WAP GeoDatabase Hosting (County ISD)		$ -	$ 3,500.00	$ -
SubTotal Task 8 - WAP GeoDatabase				**$ 48,268**	**$ 57,268**	**$ -**
TASK 9 - MS4 SOFTWARE SYSTEM (RLF - 099 - F01782)						
9a	F01782	Labor (attend subcommittee meetings, document preparation and review, contract management)		$ -	$ -	$ -
9b	F01782	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)		$ -	$ -	$ -
9c	F01782	Motor Pool		$ -	$ -	$ -
9d	F01782	Server and Website Technical Support		$ -	$ -	$ -
9e	F01782	MS4 Software System Upgrades (CloudCompli additions)		$ -	$ -	$ -
9f	F01782	MS4 Server Hosting - County ISD (old "database")		$ -	$ -	$ -
9g	F01782	New MS4 Software System (CloudCompli, Contract 18-584, FY18-19 thru FY22-23)	Contract 8/6/2023	$ -	$ -	$ -
9h	F01782	Database Assistance		$ -	$ -	$ -
SubTotal Task 9 - MS4 Software System				$ -	$ -	$ -

FINAL FY 2026 - 2027 BUDGET AND COST SHARING ALLOCATION

			26-27 BUDGET	25-26 BUDGET	24-25 Actual Exp
TASK 10 - ANNUAL AREAWIDE PROGRAM REPORT PREPARATION (RLF - 099 - F02385)					
10a	F02385	Labor (coordinate and gather all data, document preparation and review, presentation at committee meetings,contract management)	$ 12,000.00	$ 12,000.00	$ 1,748.21
10b	F02385	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)	$ 7,207.20	$ 7,207.20	$ 1,049.97
10c	F02385	Motor Pool	$ 100.00	$ 100.00	$ 34.84
10d	F02385	Report Preparation (On-Call/TBD)	$ 150,000.00	$ 120,000.00	$ 75,772.57
10e	F02385	On-Call Consultant Assistance (TBD)	$ 15,000.00	$ 15,000.00	$ -
SubTask 10 - Annual Report Preparation			**$ 184,307**	**$ 154,307**	**$ 78,606**
TASK 11 - PARTICIPATION IN STATEWIDE STORMWATER ISSUES - CASQA (RLF - 099 - F02401)					
11a	F02401	Labor (representation at CASQA subcom meetings, + quarterly and annual meetings)	$ 10,000.00	$ 10,000.00	$ 3,970.99
11b	F02401	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)	$ 6,006.00	$ 6,006.00	$ 2,384.98
11c	F02401	Motor Pool	$ 350.00	$ 350.00	$ -
11d	F02401	CASQA Conference Attendance Fee	$ 17,500.00	$ 17,500.00	$ 7,650.00
11e	F02401	Travel	$ 4,500.00	$ 4,500.00	$ 2,022.44
11f	F02401	CASQA Membership	$ 42,113.00	$ 35,000.00	$ 31,815.00
11g	F02401	CASQA Construction General Permit BMP Portal Subscription	$ 450.00	$ 450.00	$ -
11h	F02401	CASQA Industrial General Permit BMP Portal Subscription	$ 450.00	$ 450.00	$ -
SubTotal Task 11 - Participation in CASQA			**$ 81,369**	**$ 74,256**	**$ 47,843**
TASK 12 - LEGAL ASSISTANCE FOR TEST CLAIM (RLF - 099 - F02402)					
12a	F02402	Labor (Document preparation and review, contract management, attend meetings as needed)	$ 5,000.00	$ 5,000.00	$ -
12b	F02402	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)	$ 3,003.00	$ 3,003.00	$ -
12c	F02402	Outside Counsel (Burhenn & Gest)	$ 10,000.00	$ 10,000.00	
12d	F02402	Travel	$ 2,000	$ 2,000	$ -
SubTotal Task 12 - Test Claim			**$ 20,003**	**$ 20,003**	**$ -**
TASK 13 - PERMIT RENEWAL (RLF - 099 - 76F02509)					
13a	F02509	Labor (attend subcommittee meetings, document preparation and review, contract management)	$ 75,000.00	$ 75,000.00	$ 70,155.98
13b	F02509	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)	$ 45,045.00	$ 45,045.00	$ 42,192.54
13c	F02509	Motor Pool	$ 350.00	$ 350.00	$ 469.00
13d	F02509	Outside Counsel (Duane Morris - through County Counsel)	$ 350,000.00	$ 350,000.00	$ 370,532.15
13e	F02509	Permit Development Assistance (Contracts TBD)	$ 100,000.00	$ 100,000.00	$ -
13f	F02509	Permit Implementation/Technical Assistance (Contracts, POs TBD) (LWA, GEI-MSAR, CGRME-BBL)	$ 250,000.00	$ 250,000.00	$ 71,144.08
13g	F02509	New Permit Support	$ 400,000.00	$ 400,000.00	$ -
SubTotal Task 13 - Permit Renewal			**$ 1,220,395**	**$ 1,220,395**	**$ 554,494**

FINAL FY 2026 - 2027 BUDGET AND COST SHARING ALLOCATION

			26-27 BUDGET	25-26 BUDGET	24-25 Actual Exp
TASK 14 - STORMWATER MONITORING COALITION - SCCWRP (RLF - 099 - F01781)					
14a	F01781	Labor (attend subcommittee meetings, document preparation and review, contract mgmt)	$ 18,000.00	$ 18,000.00	$ 3,293.13
14b	F01781	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)	$ 10,810.80	$ 10,810.80	$ 1,977.85
14c	F01781	Motor Pool	$ 500.00	$ 500.00	$ 10.72
14d	F01781	Cost Share Contribution	$ 100,000.00	$ 100,000.00	$ 67,553.00
SubTotal Task 14 - SMC / SCCWRP Activities			**$ 129,311**	**$ 129,311**	**$ 72,835**
TASK 15 - STORMWATER QUALITY TASK FORCE - SAWPA (RLF - 099 - F01780)					
15a	F01780	Labor (attend subcommittee meetings, document preparation and review, contract mgmt)	$ 5,000.00	$ 5,000.00	$ 511.68
15b	F01780	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)	$ 3,003.00	$ 3,003.00	$ 307.32
15c	F01780	Motor Pool	$ 250.00	$ 250.00	$ -
15d	F01780	Task Force Contribution - SAWPA (Contract 16-949)	$ 165,040.00	$ 181,707.00	$ 158,207.00
15e	F01780	Travel	$ -	$ -	$ -
SubTotal Task 15			**$ 173,293**	**$ 189,960**	**$ 159,026**
TASK 16 - CBRP ACTIVITIES (RLF - 099 - F02392)					
16a	F02392	Labor (sampling, transport, contract mgmt)	$ 80,000.00	$ 60,000.00	$ 28,852.83
16b	F02392	Overhead (60.06%= FY26-27 Proposed, 60.06% FY25-26 Actual, 60.06% FY24-25 Actual)	$ 48,048.00	$ 36,036.00	$ 17,329.01
16c	F02392	Motor Pool	$ 2,500.00	$ 2,500.00	$ 1,514.52
16d	F02392	Laboratory Analyses - (BSK Labs, Contract No. 24-624; Expires FY 2028-2029)	$ 15,000.00	$ 15,000.00	$ -
16e	F02392	Laboratory Analysis - (Contract TBD)	$ -	$ -	$ -
16f	F02392	Photodocumentation of DWF diversion and infiltration (Contract TBD)	$ 50,000.00	$ 50,000.00	$ -
16g	F02392	Special Study-WQ Monitoring; SAWPA (Contract 16-949, exp 6/30/2027)	$ -	$ -	$ -
16h	F02392	Permit Implementation Assistance (Contracts TBA)	$ 60,000.00	$ 60,000.00	$ -
16i	F02392	CBRP Laboratory Analyses - (BSK Labs, Contract No. 24-624; Expires FY 2028-2029)	$ 50,000.00	$ 50,000.00	$ 47,172.50
16j	F02392	Miscellaneous Equipment	$ 500.00	$ 500.00	$ 511.92
SubTotal Task 16			**$ 306,048**	**$ 274,036**	**$ 95,381**
TASK 17 - RESERVED					
SubTotal Task 17			**$ -**	**$ -**	
TASK 18 - RESERVED					
SubTotal Task 18			**$ -**	**$ -**	
TASK 19 - RESERVED					
SubTotal Task 19			**$ -**	**$ -**	
		Program Costs Subtotal	***$ 4,486,396.30***	***$ 3,738,338.30***	***$ 1,911,040.51***
TASK 20 - CONTINGENCY					
20a		Contingency (10% of Total Program Costs)	$ 448,640	$ 373,834	
SubTotal Task 20 - Contingency			**$ 448,640**	**$ 373,834**	**$ -**

FINAL FY 2026 - 2027 BUDGET AND COST SHARING ALLOCATION

			26-27 BUDGET	25-26 BUDGET	24-25 Actual Exp
TOTAL OF ALL TASKS			**$ 4,935,036.00**	**$ 4,112,172.00**	**$ 1,911,040.51**
REVENUE - MISCELLANEOUS					
R1	Interest Revenue		$ 30,000.00	$ 30,000.00	$ 216,899.00
R2	Estimated Usage of Reserve of Fund Balance		$ 1,500,000.00	$ 500,000.00	
R3	FY 25-26 Budget Carryover, ESTIMATED		$ 750,000.00	$ 250,000.00	
SubTotal REVENUE - MISCELLANEOUS			**$ 2,280,000**	**$ 780,000**	**$ 216,899**
FUNDING - PRINCIPAL AND CO-PERMITTEES					
	Total Amount to be funded (Total Tasks Budget less Revenue - Miscellaneous)		**$ 2,655,036**	**$ 3,332,172**	
		2026-27 Cost Share, %	**2026-27 Contribution**	**2025-26 contribution**	**2024-25 contribution**
F1	City of Big Bear Lake	1.33%	$ 35,201	$ 54,318	$ 51,469
F2	City of Chino	4.79%	$ 127,254	$ 164,286	$ 156,540
F3	City of Chino Hills	5.33%	$ 141,514	$ 173,793	$ 165,471
F4	City of Colton	3.16%	$ 83,857	$ 114,436	$ 109,096
F5	City of Fontana	9.36%	$ 248,542	$ 316,305	$ 300,844
F6	City of Grand Terrace	1.25%	$ 33,140	$ 55,313	$ 52,623
F7	City of Highland	3.40%	$ 90,149	$ 120,572	$ 114,864
F8	City of Loma Linda	1.99%	$ 52,943	$ 77,081	$ 73,122
F9	City of Montclair	1.98%	$ 52,458	$ 81,113	$ 77,468
F10	City of Ontario	9.13%	$ 242,485	$ 299,915	$ 284,771
F11	City of Rancho Cucamonga	8.32%	$ 220,869	$ 278,191	$ 264,849
F12	City of Redlands	5.25%	$ 139,323	$ 170,560	$ 161,232
F13	City of Rialto	5.11%	$ 135,797	$ 177,594	$ 168,878
F14	City of San Bernardino	10.54%	$ 279,843	$ 353,045	$ 333,069
F15	City of Upland	3.78%	$ 100,282	$ 138,027	$ 131,463
F16	City of Yucaipa	4.23%	$ 112,300	$ 139,686	$ 132,550
F17	County of San Bernardino	16.06%	$ 426,328	$ 451,327	$ 427,581
F18	SB County Flood	5.00%	$ 132,751	$ 166,610	$ 158,203
SubTotal FUNDING - PRINCIPAL AND CO-PERMITTEES, ESTIMTED		**100%**	**$ 2,655,036**	**$ 3,332,172**	**$ 3,164,093.00**

Cost Share Determination

Cost-Share Calculations

Includes Chino Prison population correction CIW & CIM (10/22/25)

	FY 2026/27 Budget Amounts to be Funded ($)****				
	2,125,843	316,256	154,883	58,055	$ 2,655,036
	10/30/60[A]	*10/80/10*	*30/50/20*	*30/60/10*	

Permittee	Percentage Share (FY 26-27)	Population** 1/2025	Population, %	Area*** (sq mi)	Area, %	Monitoring	Pub Ed	Prog Mgmt	Training	Total FY 26-27 Budget	FY25-26	In(de)crease	FY24-25	FY23-24	FY22-23	FY21-22	FY 20-21	FY 19-20	FY 18-19
City of Big Bear Lake	1.33	4,953	0.31%	6.339	1.18%	$ 28,031	$ 2,860	$ 3,170	$ 1,140	$ 35,201	$ 54,318	$ (19,117)	$ 51,469	$ 44,117	$ 11,107	$ 8,206.00	$ 44,515.00	$ 23,185	$ 25,975
City of Chino	4.79	91,757	5.69%	23.502	4.37%	$ 99,333	$ 16,755	$ 8,069	$ 3,097	$ 127,254	$ 164,286	$ (37,032)	$ 156,540	$ 136,761	$ 50,874	$ 39,176.00	$ 131,186.00	$ 78,939	$ 82,336
City of Chino Hills	5.33	77,314	4.79%	33.098	6.16%	$ 115,541	$ 15,139	$ 7,935	$ 2,899	$ 141,514	$ 173,793	$ (32,279)	$ 165,471	$ 146,137	$ 61,660	$ 46,828.00	$ 141,429.00	$ 88,658	$ 93,341
City of Colton	3.16	53,278	3.30%	14.803	2.75%	$ 65,267	$ 10,535	$ 5,837	$ 2,218	$ 83,857	$ 114,436	$ (30,579)	$ 109,096	$ 95,137	$ 33,332	$ 25,791.00	$ 92,752.00	$ 53,947	$ 58,989
City of Fontana	9.36	219,172	13.59%	42.871	7.98%	$ 190,864	$ 36,827	$ 14,941	$ 5,910	$ 248,542	$ 316,305	$ (67,763)	$ 300,844	$ 263,388	$ 106,619	$ 83,325.00	$ 249,295.00	$ 155,252	$ 166,988
City of Grand Terrace	1.25	12,803	0.79%	3.519	0.65%	$ 24,623	$ 3,872	$ 3,373	$ 1,272	$ 33,140	$ 55,313	$ (22,173)	$ 52,623	$ 44,919	$ 9,727	$ 7,514.00	$ 45,351.00	$ 22,770	$ 26,117
City of Highland	3.40	57,088	3.54%	16.504	3.07%	$ 70,533	$ 11,198	$ 6,104	$ 2,314	$ 90,149	$ 120,572	$ (30,423)	$ 114,864	$ 100,463	$ 35,534	$ 27,438.00	$ 95,586.00	$ 56,499	$ 61,166
City of Loma Linda	1.99	25,322	1.57%	8.742	1.63%	$ 41,100	$ 6,030	$ 4,230	$ 1,583	$ 52,943	$ 77,081	$ (24,138)	$ 73,122	$ 63,120	$ 18,722	$ 14,261.00	$ 59,918.00	$ 32,497	$ 36,367
City of Montclair	1.98	37,526	2.33%	5.502	1.02%	$ 38,381	$ 7,667	$ 4,610	$ 1,800	$ 52,458	$ 81,113	$ (28,655)	$ 77,468	$ 66,846	$ 19,022	$ 15,108.00	$ 67,867.00	$ 36,655	$ 41,145
City of Ontario	9.13	184,404	11.43%	48.969	9.11%	$ 191,551	$ 31,986	$ 13,689	$ 5,259	$ 242,485	$ 299,915	$ (57,430)	$ 284,771	$ 249,762	$ 105,386	$ 81,831.00	$ 234,385.00	$ 148,124	$ 156,111
City of Rancho Cucamonga	8.32	175,992	10.91%	41.961	7.81%	$ 172,591	$ 30,341	$ 12,922	$ 5,015	$ 220,869	$ 278,191	$ (57,322)	$ 264,849	$ 233,409	$ 95,558	$ 70,997.00	$ 217,973.00	$ 134,056	$ 144,862
City of Redlands	5.25	73,488	4.56%	33.127	6.16%	$ 114,169	$ 14,571	$ 7,762	$ 2,821	$ 139,323	$ 170,560	$ (31,237)	$ 161,232	$ 142,229	$ 58,686	$ 44,207.00	$ 133,236.00	$ 83,588	$ 88,069
City of Rialto	5.11	105,565	6.55%	23.664	4.40%	$ 104,885	$ 18,822	$ 8,708	$ 3,382	$ 135,797	$ 177,594	$ (41,797)	$ 168,878	$ 148,384	$ 55,983	$ 44,121.00	$ 144,543.00	$ 87,512	$ 92,346
City of San Bernardino	10.54	222,727	13.81%	55.164	10.26%	$ 219,913	$ 38,044	$ 15,777	$ 6,109	$ 279,843	$ 353,045	$ (73,202)	$ 333,069	$ 291,445	$ 121,318	$ 94,645.00	$ 269,093.00	$ 170,690	$ 178,374
City of Upland	3.78	79,140	4.91%	15.285	2.84%	$ 76,069	$ 14,416	$ 7,043	$ 2,754	$ 100,282	$ 138,027	$ (37,745)	$ 131,463	$ 114,967	$ 40,252	$ 31,575.00	$ 111,036.00	$ 64,644	$ 70,427
City of Yucaipa	4.23	54,838	3.40%	26.389	4.91%	$ 91,973	$ 11,415	$ 6,543	$ 2,369	$ 112,300	$ 139,686	$ (27,386)	$ 132,550	$ 116,617	$ 46,935	$ 35,464.00	$ 110,586.00	$ 68,278	$ 72,572
County of San Bernardino	16.06	137,441	8.52%	138.046	25.68%	$ 374,728	$ 29,966	$ 16,424	$ 5,210	$ 426,328	$ 451,327	$ (24,999)	$ 427,581	$ 380,913	$ 197,990	$ 149,467.00	$ 358,481.00	$ 250,691	$ 258,078
SB County Flood	5.00	n/a	n/a	n/a	n/a	$ 106,292	$ 15,813	$ 7,744	$ 2,903	$ 132,751	$ 166,610	$ (33,859)	$ 158,203	$ 138,878	$ 56,249	$ 43,157.00	$ 131,960.00	$ 81,740	$ 87,017
Total	100.00	1,612,808	100.0%	537.485	100.00%	$ 2,125,844	$ 316,257	$ 154,881	$ 58,055	$ 2,655,036	$ 3,332,172	$ (677,135.73)	$ 3,164,093	$ 2,777,492	$ 1,124,954	$ 863,111	$ 2,639,192.00	$1,637,725	$1,740,280

* BU = Basic Unit Formula, as defined in the Implementation Agreement

** Population data from California Department of Finance, Table E-1.

*** Area data from Assessor's parcels, excluding State, Federal and Indian lands, and Flood Control owned

**** FY 25-26 Funding Carryover amount is reflected in the Program Management component of the Cost Share Determination

[A] Cost factor percentages base/population/land area

City Council **AGENDA ITEM NO. J4.**

DATE: September 15, 2026

TO: Honorable Mayor and City Council Members

SUBJECT: Consideration of a Professional Services Agreements with Hicks & Hartwick, Inc. to provide on-call general engineering services in an amount not to exceed $200,000 for the initial one-year term, with options to extend for one additional year for an amount not to exceed $200,000, for a total potential not to exceed value of $400,000; and determine that approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act (Municipal Utilities and Engineering Director Heredia)

MOTION:

If the City Council determines that staff recommendation is appropriate, the following motions are provided:

1. I move that the City Council approve a Professional Services Agreement with Hicks & Hartwick, Inc. to provide on-call general engineering services in an amount not to exceed $200,000 for the initial one-year term, with an option to extend for one additional year in an amount not to exceed $200,000, for a total potential not to exceed value of $400,000; and

2. I move that the City Council determine that approval of the Agreement with Hicks & Hartwick, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Services Agreement with Hicks & Hartwick, Inc. in an amount not to exceed $200,000 for the initial one-year term, with an option to extend for one additional year in an amount not to exceed $200,000, resulting in a total potential value not to exceed $400,000. Staff further recommends City Council determine that approval of the Agreement with Hicks & Hartwick, Inc. is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act.

DISCUSSION:

The Municipal Utilities and Engineering Department (MUED) Engineering Division is responsible for the planning, design, delivery, and management of the City's annual Capital Improvement Program (CIP), which includes underground utility infrastructure replacement (water, sewer, and storm drain systems), pavement rehabilitation, and bicycle and pedestrian facility improvements. Successful execution of these projects requires comprehensive engineering and professional land surveying services during the design phase, including the preparation of construction plans, technical specifications, cost estimates, and supporting bid documents. In addition, the Engineering Division periodically requires specialized engineering support for the review of parcel maps, tract maps, easement documents, and survey records, as well as geotechnical engineering services to evaluate subsurface conditions and provide engineering recommendations that support the structural and civil design of public infrastructure improvements.

On June 22, 2026, MUED staff issued a Request for Proposals (RFP) for engineering on-call services. On July 14, 2026, proposals were received from the following twenty-two (22) firms:

1. AE Group Engineers IE, Upland, CA
2. Albert A. Webb Associates, Riverside, CA
3. AYCE Consulting Engineers, Inc., Santa Ana, CA
4. CASC Engineering and Consulting, Colton, CA
5. David Beckwith and Associates, Inc., Rancho Cucamonga, CA
6. Engineering Resources of Southern California, Inc., Redlands, CA
7. GHD Inc., Irvine, CA
8. Hicks & Hartwick, Inc., Redlands, CA
9. Hilltop Geotechnical, Inc., San Bernardino, CA
10. Huitt-Zollars, Inc., Ontario, CA
11. IDS Group, Inc., Irvine, CA
12. IMEG Consultants Corp., Ontario, CA
13. Interwest Consulting Group, Inc., Elk Grove, CA
14. Koury Engineering & Testing, Inc., Chino, CA
15. RKA Consulting Group, Walnut, CA
16. Sikand Engineering Associates, Sherman Oaks, CA
17. TAIT & Associates, Inc., Corona, CA
18. TKE Engineering, Inc., Riverside, CA
19. Valued Engineering, Inc., Upland, CA
20. Watearth, Inc., Palm Springs, CA
21. WestLand Group, Inc., Rancho Cucamonga, CA
22. Willdan Engineering, San Bernardino, CA

Pursuant to Chapter 2.16.180 of the Redlands Municipal Code, an evaluation committee conducted a comprehensive review of the proposals and ranked each firm based on its demonstrated competence, relevant experience, and professional qualifications in accordance with the evaluation criteria established in the RFP. Following the evaluation, Hicks & Hartwick, Inc. was determined to be the most qualified firm to provide the requested engineering support services. Accordingly, staff recommends that the City Council approve a Professional Services Agreement with Hicks & Hartwick, Inc. in an amount not to exceed $200,000 for the initial one-year term, with the option to extend the Agreement for one additional one-year term in an amount not to exceed $200,000, for a total potential contract value of $400,000. The actual amounts will depend on the tasks assigned by the City and the not to exceed amounts are based on a combination of estimates and affordability.

The Agreement provides for the issuance of project-specific Task Orders by MUED staff in accordance with the RFP. Each Task Order will define the project scope, required services, deliverables, schedule, and other applicable project requirements. Upon receipt of a Task Order, the Consultant shall submit a detailed cost proposal based on the negotiated hourly rates established in the Agreement, along with a project schedule and a description of the proposed approach and deliverables. Services will be authorized on an as-needed basis throughout the term of the Agreement, and the issuance of Task Orders is at the sole discretion of the City. Accordingly, the Agreement does not guarantee any minimum quantity, frequency, or monetary value of work.

Approval of the Agreement is exempt from environmental review pursuant to Section 15061(b)(3) of the State's Guidelines implementing the California Environmental Quality Act, as there is no possibility this action will result in a significant impact on the environment.

ALTERNATIVES:

The City Council may deny the staff recommendation and provide alternative direction to staff.

STRATEGIC PLAN:

N/A

SUBMITTED BY:
Monica Heredia, Municipal Utilities and Engineering Director

RECOMMENDED BY:
Charles M. Duggan Jr., City Manager

REVIEWED BY:
Yvette M. Abich Garcia, City Attorney
Danielle Garcia, Assistant City Manager
Kurt Wilson, Assistant City Manager
Dana Abramovitz-Daniel, Procurement Manager
James Garland, Finance Director

PREPARED BY:
Goutam Dobey, City Engineer

FISCAL IMPACT

Fiscal Year: FY 26/27

Revenue Generating: No

Budgeted Y/N: Yes

Account No.: 101400 & 501910

Additional Appropriation Required: No

Discussion:

There is no additional fiscal impact associated with approval of this Agreement. Funding for these services is included in the FY 2026/27 and FY 2027/28 MUED approved budgets.

Attachments

AGREEMENT TO PERFORM PROFESSIONAL SERVICES

This agreement for the provision of On-Call General Engineering Services ("Agreement") is made and entered in this 15th day of September, 2026 ("Effective Date"), by and between the City of Redlands, a municipal corporation ("City") and Hicks & Hartwick, Inc, a California corporation ("Consultant"). City and Consultant are sometimes individually referred to herein as a "Party" and, together, as the "Parties." In consideration of the mutual promises contained herein, City and Consultant agree as follows:

ARTICLE 1 – ENGAGEMENT OF CONSULTANT

1.1 City hereby engages Consultant to provide On-Call General Engineering services for City (the "Services").

1.2 The Services shall be performed by Consultant in a professional manner, and Consultant represents that it has the skill and the professional expertise necessary to provide the Services to City at a level of competency presently maintained by other practicing professional consultants in the industry providing like and similar types of Services.

ARTICLE 2 – SERVICES OF CONSULTANT

2.1 The Services that Consultant shall perform are more particularly described in Exhibit "A," titled "Scope of Services," which is attached hereto and incorporated herein by this reference.

2.2 Consultant shall comply with applicable federal, state and local laws and regulations in the performance of this Agreement including, but not limited to, any applicable State prevailing wage laws.

ARTICLE 3 – RESPONSIBILITIES OF CITY

3.1 City designates Monica Heredia, Municipal Utilities and Engineering Department Director, as City's representative with respect to performance of the Services, and such person shall have the authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to performance of the Services.

ARTICLE 4 – PERFORMANCE OF SERVICES

4.1 Consultant shall perform and complete the Services on an on-call basis and in a prompt and diligent manner.

4.2 The term of this Agreement shall be for a period of one (1) year from the Effective Date of this Agreement (the "Initial Term"). The City shall have the option to extend the Initial Term of this Agreement by one (1) additional one-year term (an "Extended Term"), on the same terms and conditions, by providing written notice to Consultant at least thirty (30) days prior to the expiration of the Initial Term or any Extended Term.

4.3 If Consultant's Services include deliverable electronic visual presentation materials, such materials shall be delivered in a form, and made available to City, consistent with City Council-adopted policy for the same. It shall be the obligation of Consultant to obtain a copy of such policy from City staff.

ARTICLE 5 – PAYMENTS TO CONSULTANT

5.1 Compensation: The compensation for Consultant's performance of the Services shall not exceed the amount of Two Hundred Thousand Dollars ($200,000.00) for the Services provided during the Initial Term. Should this Agreement be extended, the compensation for Consultant's performance for the Services shall not exceed the amount of Two Hundred Thousand Dollars ($200,000.00) for the first Extended Term, bringing the total possible amount of compensation to a not-to-exceed amount of Four Hundred Thousand Dollars ($400,000.00). For the Initial Term and each Extended Term, City shall pay Consultant on a time and materials basis up to the not to not-to-exceed amount in accordance with the rates specified in Exhibit "B," titled "Hourly Rate Schedule," which is attached hereto and incorporated herein by this reference.

5.2 Consultant shall submit monthly invoices to City describing the Services performed during the preceding month. Consultant's invoices shall include a brief description of the Services performed, the dates the Services were performed, the number of hours spent and by whom, and a description of reimbursable expenses related to the Services. City shall pay Consultant no later than thirty (30) days after receipt and approval by City of Consultant's invoice.

5.3 Any notice or other communication required, or which may be given, pursuant to this Agreement, shall be in writing. Any such notice shall be deemed delivered (i) on the date of delivery in person; (ii) five (5) days after deposit in first class registered mail, with return receipt requested; (iii) on the actual delivery date if deposited with an overnight courier; or (iv) on the date sent by facsimile or electronic mail transmission (including PDF), if confirmed with a copy sent contemporaneously by first class, certified, registered or express mail; in each case properly posted and fully prepaid to the appropriate address set forth below, or such other address as a Party may provide notice in accordance with this section:

CITY:

City Clerk
City of Redlands
35 Cajon Street
P.O. Box 3005 (mailing)
Redlands, CA 92373
jdonaldson@cityofredlands.org
Phone: (909) 798-7531

CONSULTANT:

Matthew C. Hicks, President
Hicks & Hartwick, Inc.
37 East Olive Avenue, Suite C
Redlands, CA 92373
matt@verycivil.com
Phone: (909) 793-2257
Fax: (909) 792-3763

ARTICLE 6 – INSURANCE AND INDEMNIFICATION

6.1 The following insurance coverage required by this Agreement shall be maintained by Consultant for the duration of its performance of the Services. Consultant shall not perform any Services unless and until the required insurance listed below is obtained by Consultant. Consultant shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. Insurance policies shall include a provision prohibiting cancellation or modification of the policy except upon thirty (30) days prior written notice to City.

A. Workers' Compensation and Employer's Liability insurance in the amount that meets statutory requirements with an insurance carrier acceptable to City, or certification to City that Consultant is self-insured or exempt from the workers' compensation laws of the State of California. Consultant shall execute and provide City with Exhibit "C," titled "Workers' Compensation Insurance Certification," which is attached hereto and incorporated herein by this reference, prior to performance of the Services.

B. Comprehensive General Liability insurance with carriers acceptable to City in the minimum amount of One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) aggregate, for public liability, property damage and personal injury is required. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

C. Consultant shall secure and maintain professional liability insurance throughout the term of this Agreement in the amount of One Million Dollars ($1,000,000) per claim made.

D. Business Auto Liability coverage, with minimum limits of One Million Dollars ($1,000,000) per occurrence, combined single limit bodily injury liability and property damage liability. This coverage shall include all Consultant owned vehicles used in connection with Consultant's provision of the Services, hired and non-owned vehicles, and employee non-ownership vehicles. City shall be named as an additional insured and such insurance shall be primary and non-contributing to any insurance or self-insurance maintained by City.

E. Consultant is expressly prohibited from assigning or subcontracting any of the Services without the prior written consent of City. In the event of mutual agreement by the Parties to assign or subcontract a portion of the Services, Consultant shall add such assignee or subcontractor as an additional insured to the insurance policies required hereby and provide City with the insurance endorsements prior to any Services being performed by the assignee or subcontractor.

6.2 Consultant shall defend, indemnify and hold harmless City and its elected and appointed officials, employees and agents from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property

occasioned by any negligent act or omission by, or the willful misconduct of, Consultant, or its officers, employees and agents in performing the Services.

ARTICLE 7 – CONFLICTS OF INTEREST

7.1 Consultant covenants and represents that it does not have any investment or interest in any real property that may be the subject of this Agreement or any other source of income, interest in real property or investment that would be affected in any manner or degree by the performance of Consultant's Services. Consultant further covenants and represents that in the performance of its duties hereunder, no person having any such interest shall perform any Services under this Agreement.

7.2 Consultant agrees it is not a designated employee within the meaning of the Political Reform Act because Consultant:

A. Does not make a governmental decision whether to:

(i) approve a rate, rule or regulation, or adopt or enforce a City law;
(ii) issue, deny, suspend or revoke any City permit, license, application, certification, approval, order or similar authorization or entitlement;
(iii) authorize City to enter into, modify or renew a contract;
(iv) grant City approval to a contract that requires City approval and to which City is a party, or to the specifications for such a contract;
(v) grant City approval to a plan, design, report, study or similar item;
(vi) adopt, or grant City approval of, policies, standards or guidelines for City or for any subdivision thereof.

B. Does not serve in a staff capacity with City and in that capacity, participate in making a governmental decision or otherwise perform the same or substantially the same duties for City that would otherwise be performed by an individual holding a position specified in City's Conflict of Interest Code under Government Code section 87302.

7.3 In the event City determines that Consultant must disclose its financial interests, Consultant shall complete and file a Fair Political Practices Commission Form 700, Statement of Economic Interests, with the City Clerk's office pursuant to the written instructions provided by the City Clerk.

ARTICLE 8 – GENERAL CONSIDERATIONS

8.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing Party shall, in addition to any costs and other relief, be entitled to the recovery of its reasonable attorneys' fees, including fees for the use of in-house counsel by a Party.

8.2 Consultant shall not assign any of the Services, except with the prior written approval of City and in strict compliance with the terms and conditions of this Agreement. Any assignment or attempted assignment without such prior written consent may, in the sole discretion of City, result in City's immediate termination of this Agreement.

8.3 Consultant is for all purposes under this Agreement an independent contractor and shall perform the Services as an independent contractor. Neither City nor any its agents shall have control over the conduct of Consultant or Consultant's employees, except as herein set forth. Consultant shall supply all necessary tools and instrumentalities required to perform the Services. Assigned personnel employed by Consultant are for its account only, and in no event shall Consultant or personnel retained by it be deemed to have been employed by City or engaged by City for the account of, or on behalf of City. Consultant shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent, nor shall Consultant have any authority, express or implied, to bind City to any obligation.

8.4 This Agreement may be terminated by City, in its sole discretion, by providing not less than five (5) days prior written notice to Consultant of City's intent to terminate. If this Agreement is terminated by City, an adjustment to Consultant's compensation shall be made, but (1) no amount shall be allowed for anticipated profit or unperformed Services, and (2) any payment due Consultant at the time of termination may be adjusted to the extent of any additional costs to City occasioned by any default by Consultant. Upon receipt of a termination notice, Consultant shall immediately discontinue its provision of the Services and, within five (5) days of the date of the termination notice, deliver or otherwise make available to City, copies (in both hard copy and electronic form, where applicable) of project related data, design calculations, drawings, specifications, reports, estimates, summaries and such other information and materials as may have been accumulated by Consultant in performing the Services. Consultant shall be compensated on a pro-rata basis for Services completed up to the date of termination.

8.5 Consultant shall maintain books, ledgers, invoices, accounts and other records and documents evidencing costs and expenses related to the Services for a period of three (3) years, or for any longer period required by law, from the date of final payment to Consultant pursuant to this Agreement. Such books shall be available at reasonable times for examination by City at the office of Consultant.

8.6 This Agreement, including the Exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein, and any prior negotiations, written proposals or verbal agreements relating to such matters are superseded by this Agreement. Except as otherwise provided for herein, any amendment to this Agreement shall be in writing, approved by City and signed by City and Consultant.

8.7 This Agreement shall be governed by and construed in accordance with the laws of the State of California, without regard to its conflicts of laws provisions. The Parties agree that all actions or proceedings arising in connection with this Agreement shall be tried

and litigated only in the state courts located in San Bernardino County, California, and the federal courts located in Riverside County, California.

8.8 If one or more of the sentences, clauses, paragraphs or sections contained in this Agreement is declared invalid, void or unenforceable by a court of competent jurisdiction, the same shall be deemed severable from the remainder of this Agreement and shall not affect, impair or invalidate the remaining sentences, clauses, paragraphs or sections contained herein, unless to do so would deprive a Party of a material benefit of its bargain under this Agreement.

IN WITNESS WHEREOF, duly authorized representatives of City and Consultant have signed in confirmation of this Agreement.

CITY OF REDLANDS

By: _____
Mario Saucedo, Mayor

HICKS & HARTWICK, INC.

By: _____
Matthew C. Hicks, President

ATTEST:

_____
Jeanne Donaldson, City Clerk

EXHIBIT "A"

SCOPE OF SERVICES

The professional services include, but not limited to, the following: land surveying, hydrologic and hydraulic analysis, landscape/grading design, roadway design, drainage and flood control design, peer review, utility locating and conflict analysis, geotechnical services, or other similar engineering services. These services may result in the preparation of engineering reports, public presentations or the preparation of plans, specifications, and estimates suitable for the public bidding process.

The following is a list of the types of consulting services being considered. Consultant and/or his sub-consultant is required to have expertise in all the items listed:

- Provide staff and services on an on-call, as-needed basis.
- Respond to plan check comments for permit works.
- Work with regional teams including Caltrans, San Bernardino County, and other nearby local jurisdictions regarding locally enforced state/federal regulations such as recycling, solid waste, flood control, and stormwater quality.
- Street geometrics, striping and signage analysis and design.
- Provide civil design and/or construction management services repair and replacement of City infrastructure, including curb, gutter, sidewalk, driveways, ramps, street trees, signs, pavement, etc.
- Provide in-house personnel or sub-consultants for civil, geotechnical, traffic, mechanical, electrical, and landscaping architecture.
- Provide full range of engineering services including preliminary studies, public outreach; review and develop engineering plans, specifications, and estimates; and other professional services.
- Grading design.
- Storm drain infrastructure analysis and design, including hydrology and hydraulic analysis.
- Structural analysis and design.
- Traffic signal design.
- Traffic studies.
- Erosion control and design of Best Management Practices.
- Floodplain analyses.
- Mapping existing utilities and evaluating new/existing utility conflicts.
- Construction support services include attending construction meetings, responding to requests for information (RFIs), reviewing contract material submittals, and evaluating design changes during construction.
- During construction, make on-site visits; shop drawings and test results; draft change orders; and review pay estimates.
- Geotechnical engineering services including but not limited to pavement evaluation, field observations, construction material testing, laboratory testing, plan review, geotechnical investigation, and reporting.

Additional requirements are as follows:

1. The Consultant's Project Manager shall be available for periodic meetings to discuss issues related to task orders.
2. The Consultant must be adequately insured for liability and property damage pursuant to the conditions of the Agreement.
3. All work shall be performed and delivered in English Standard Units or as required by the City.
4. All survey work shall be performed on CCS/NAD 83 horizontal coordinates and use true NAVD 88 vertical controls.
5. Plans and Maps shall be submitted in the AutoCAD format in use by the City at the time of issuance of the task order, point files shall be submitted in ASCII format, and any estimates, schedules, or reports shall be submitted in Microsoft Office format.
6. Consultant shall be required to provide topographic surveys to support their work product as necessary.

Typical projects may include:

1. Street resurfacing and reconstruction, including pavement design.
2. PCC driveways, sidewalk, curb, gutter, and ADA ramps.
3. Bike lanes, crosswalks, and other traffic striping.
4. Sewer, water and storm drain infrastructure rehabilitation and replacement.
5. Site grading, retaining walls and utility replacement.
6. Park improvements, including play fields and courts, pathways, buildings, and field lighting.
7. Traffic signal and street lighting equipment replacement, including pole and cabinet foundations and conduits.

EXHIBIT "B"
HOURLY RATE SCHEDULE

OFFICE PERSONNEL	**$/ Hr.**
Principal	$310.00
Project Manager	$280.00
Senior Engineer	$250.00
Project Engineer	$225.00
Design Engineer	$185.00
Designer	$160.00
Assistant Engineer	$145.00
CADD Technician	$120.00
Office Support/ Clerical	$95.00

SURVEY PERSONNEL	
2-Person Survey Crew	$335.00
1-Person Survey Crew	$265.00
Licensed Surveyor	$275.00

CIVIL ENGINEERING SERVICES

Senior Principal	$335 - $375
Principal / QA/QC Manager	$280 - $310
Senior Project Manager	$265 - $295
Project Manager	$225 - $255
Technical Manager	$210 - $240
Senior Engineer	$200 - $230
Project Engineer	$190 - $220
Designer	$185 - $215
Assistant Engineer	$125 - $155
Engineer In Training	$100 - $130
Office Support/Clerical	$95 - $125

GEOTECHNICAL ENGINEERING SERVICES

Construction Inspector – ACI/ICC and/or AWS/CWI certified (concrete, post-tension, masonry, structural steel, fireproofing; includes concrete batch plant and local steel fabrication inspections)	$156
Non-Destructive Testing Inspector (ultrasonic, magnetic particle, dye penetrant)	$156
Construction Inspector/Technician (skidmore, pull testing, torque testing, Schmidt hammer, and pachometer)	$161
Coring Technician	$161
Soils Technician (soil, base, asphalt concrete, and moisture emission testing)	$156
Sample Pick-Up	$60
Staff Professional	$156
Senior Staff Professional	$161
Project Professional	$170
Project Manager	$180

Senior Professional $185
Principal Professional $225
Principal/Consultant.....$235
Laboratory Supervisor.....$100
Clerical/Word Processing.....$95
Drafting $95
CAD Operator/Drafting Manager $100

STRUCTURAL ENGINEERING SERVICES

Principal Engineer.....$205.00
Senior Engineer.....$185.00
Project Engineer.....$165.00
CADD Technician $155.00

ELECTRICAL ENGINEERING SERVICES

Principal $250.00
Engineer $210.00
Project Manager $180.00
Sr. Designer.....$150.00
Designer $120.00
CAD Drafting.....$90.00
Clerical.....$70.00

LANDSCAPE ARCHITECTURE SERVICES

Landscape Architect.....$150.00
Project Manager $135.00
Landscape Architect.....$165.00
Project Manager $150.00

EXHIBIT "C"

WORKERS' COMPENSATION INSURANCE CERTIFICATION

Every employer, except the State, shall secure the payment of compensation in one or more of the following ways:

(a) By being insured against liability to pay compensation by one or more insurers duly authorized to write compensation insurance in this State.

(b) By securing from the Director of Industrial Relations, a certificate of consent to self-insure, either as an individual employer, or as one employer in a group of employers, which may be given upon furnishing proof satisfactory to the Director of Industrial Relations of ability to self-insure and to pay any compensation that may become due to his or her employees.

CHECK ONE

_____I am aware of the provisions of Section 3700 of the Labor Code which requires every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work and activities required or permitted under this Agreement. (Labor Code §1861).

_____I affirm that at all times, in performing the work and activities required or permitted under this Agreement, I shall not employ any person in any manner such that I become subject to the workers' compensation laws of California. However, at any time, if I employ any person such that I become subject to the workers' compensation laws of California, immediately I shall provide the City with a certificate of consent to self-insure, or a certification of workers' compensation insurance.

I certify under penalty of perjury under the laws of the State of California that the information and representations made in this certificate are true and correct.

HICKS & HARTWICK, INC.

By:_____ Date: _____
Matthew C. Hicks, President